

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FLOAT Alaska LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 26-10075 (CTG)

(Jointly Administered)

**SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND CHAPTER 11
PLAN OF NEW PACIFIC AIRLINES, INC. AND ITS AFFILIATE DEBTORS**

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¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal EIN, are: FLOAT Alaska LLC (3705), Corvus Alaska Holdings Inc. (9732), FLOAT Alaska Holdings LLC (8617), FLOAT Alaska IP LLC (1986), New Pacific Airlines, Inc. (7666), FlyCoin, Inc. (2816), and FLOAT Shuttle Inc. (4269). The Debtors' mailing address is 101 W Mission Blvd, #110-201, Pomona, CA 91766.

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DISCLAIMER

THIS COMBINED DISCLOSURE STATEMENT AND PLAN WAS COMPILED FROM INFORMATION OBTAINED FROM NUMEROUS SOURCES BELIEVED TO BE ACCURATE TO THE BEST OF THE DEBTORS' KNOWLEDGE, INFORMATION AND BELIEF. NO GOVERNMENTAL AUTHORITY HAS PASSED ON, CONFIRMED OR DETERMINED THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

NOTHING STATED HEREIN SHALL BE (I) DEEMED OR CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, (II) ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS OR ANY OTHER PARTY, OR (III) DEEMED CONCLUSIVE EVIDENCE OF THE TAX OR OTHER LEGAL EFFECTS OF THE COMBINED DISCLOSURE STATEMENT AND PLAN ON THE DEBTORS OR HOLDERS OF CLAIMS OR INTERESTS. THIS COMBINED DISCLOSURE STATEMENT AND PLAN MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE WHETHER TO VOTE IN FAVOR OF OR AGAINST THE PLAN. CERTAIN STATEMENTS CONTAINED HEREIN, BY NATURE, ARE FORWARD-LOOKING AND CONTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL REFLECT ACTUAL OUTCOMES.

UNLESS STATED OTHERWISE, THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF, AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER SUCH DATE. HOLDERS OF CLAIMS OR INTERESTS SHOULD NOT CONSTRUE THE CONTENTS OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN AS PROVIDING ANY LEGAL, BUSINESS, FINANCIAL OR TAX ADVICE. EACH SUCH HOLDER SHOULD CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL AND TAX ADVISORS AS TO ANY SUCH MATTERS CONCERNING THE COMBINED DISCLOSURE STATEMENT AND PLAN AND THE TRANSACTIONS CONTEMPLATED HEREBY.

THIS COMBINED DISCLOSURE STATEMENT AND PLAN HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3016(b), AND LOCAL RULE 3017-2, AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAW(S) OR OTHER NON-BANKRUPTCY LAW. THIS COMBINED DISCLOSURE STATEMENT AND PLAN HAS NEITHER BEEN APPROVED NOR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN. PERSONS OR ENTITIES TRADING IN OR OTHERWISE PURCHASING, SELLING OR TRANSFERRING CLAIMS OF THE DEBTORS SHOULD EVALUATE THIS COMBINED DISCLOSURE STATEMENT AND PLAN IN LIGHT OF THE PURPOSE FOR WHICH THEY WERE PREPARED.

SEE ARTICLE VII OF THIS COMBINED DISCLOSURE STATEMENT AND PLAN, ENTITLED "CERTAIN RISK FACTORS TO BE CONSIDERED BEFORE VOTING," FOR A DISCUSSION OF CERTAIN CONSIDERATIONS IN CONNECTION WITH A DECISION BY

A HOLDER OF AN IMPAIRED CLAIM TO ACCEPT THE COMBINED DISCLOSURE STATEMENT AND PLAN.

INTRODUCTION

The Debtors propose the following combined Disclosure Statement and Plan for the reorganization of Debtor NPA and liquidation of the Debtors' assets remaining after the sales of substantially all the Debtors' assets, and distribution of the proceeds of the remaining assets to the Holders of Allowed Claims against the Debtors as set forth herein. The Debtors are a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

This combined Disclosure Statement and Plan contains, among other things, a discussion of the Debtors' history, business, the chapter 11 cases, risk factors, means for implementation of this Plan, and certain other related matters.

ALL HOLDERS OF CLAIMS AGAINST THE DEBTORS ARE ENCOURAGED TO READ THIS COMBINED DISCLOSURE STATEMENT AND PLAN IN ITS ENTIRETY, AND TO CONSULT WITH AN ATTORNEY, BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN SECTION 1127 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3019, AND IN THE PLAN, THE DEBTORS RESERVE THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE OR WITHDRAW THE PLAN, OR ANY PART THEREOF, PRIOR TO ITS SUBSTANTIAL CONSUMMATION.

Through the Debtors' post-petition sale process, Owners Jet was designated as the successful bidder for the equity in NPA, the Debtor that holds the Reorganization Assets. Confirmation of the Plan will effectuate the transfer of the Reorganization Assets to the Plan Sponsor. For the avoidance of doubt, the Plan Sponsor is not an insider of any Debtor under section 101(31) of the Bankruptcy Code. The Plan Sponsor will make the Plan Sponsor Contribution in exchange for 100% of the equity of Reorganized NPA, and Reorganized NPA will receive a discharge of all Claims against it on the Effective Date, except as expressly stated otherwise in the Plan, the Plan Documents or the Confirmation Order. The Reorganization Assets will vest in Reorganized NPA free and clear of all Liens, Claims, encumbrances and interests.

On the Effective Date, a Liquidating Trust will be established, and the Debtors' assets other than the Reorganization Assets and certain surrendered assets identified in this Plan will vest in the Liquidating Trust as the Liquidating Trust Assets. The Liquidating Trust Assets will comprise, among other things, the Domain Name, the Trust Administration Reserve, Causes of Action, and any other remaining assets of the Debtors as of the Effective Date. The Liquidating Trustee will pursue or settle Causes of Action and liquidate any remaining assets in his, her or its discretion. The Liquidating Trustee will also administer and object to or settle claims against the Debtors, as appropriate, and make distributions to Holders of Allowed Claims. Pursuant to an agreement among the DIP Lender, the Committee and the Debtors, certain proceeds from the Sales which constitute the DIP Lender's or Prepetition Lender's collateral will be used to pay certain administrative expenses of the Estates that are in excess of the initial DIP Term Loan commitment under the Approved Budget (as defined in the DIP Order). In exchange, Jones Holding LLC will receive under this Plan an Exit Note to be issued by the Liquidating Trust on the Effective Date and secured

by a first priority security interest in the Liquidating Trust Assets, which shall be repaid from first dollars into the Liquidating Trust from the monetization of the Liquidating Trust Assets (other than the Trust Administration Reserve).

I. EXPLANATION OF CHAPTER 11

A principal goal of a chapter 11 bankruptcy case is to reorganize or liquidate a debtor's business for the benefit of creditors and parties in interest. The plan of reorganization or liquidation is the blueprint for accomplishing this goal, as it sets forth the means for satisfying the holders of claims against, and interests in, the debtor's estate. Upon confirmation of a plan, the plan becomes binding on the debtor and all of its creditors and equity holders, and the obligations owed by the debtor to such parties are compromised and exchanged for the obligations specified in the plan.

After a plan of reorganization or liquidation has been filed, the holders of impaired claims against, and interests in, a debtor are permitted to vote to accept or reject the plan. Before soliciting acceptances of the proposed plan, however, section 1125 of the Bankruptcy Code requires a debtor to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment about the plan. **This Combined Disclosure Statement and Plan is presented to holders of Claims against the Debtors in order to satisfy the requirements of section 1125 of the Bankruptcy Code in connection with the Debtors' solicitation of votes on the Plan.**

A bankruptcy court may confirm a plan of reorganization or liquidation even though fewer than all classes of impaired claims and equity interests accept such plan. For a plan to be confirmed despite its rejection by a class of impaired claims or equity interests, the plan must be accepted by at least one class of impaired claims (determined without counting the votes of insiders) and the proponent of the plan must show, among other things, that the plan does not "discriminate unfairly" and that the plan is "fair and equitable" with respect to each impaired class of claims or equity interests that has not voted to accept the plan.

II. DEFINED TERMS AND RULES OF INTERPRETATION

1.1 "503(b)(9) Claims" means Claims that are entitled to administrative expense priority pursuant to sections 503(b)(9) and 507(a)(2) of the Bankruptcy Code.

1.2 "Administrative Claim" means an unsecured Claim, including a Fee Claim and U.S. Trustee Fees, for payment of costs or expenses of administration specified in sections 503(b) and 507(a)(1) of the Bankruptcy Code, including the actual, necessary costs and expenses incurred after the Petition Date of preserving the Estates (such as wages, salaries, or commissions for services rendered), and 503(b)(9) Claims.

1.3 "Affiliate" has the meaning set forth in section 101(2) of the Bankruptcy Code.

1.4 "Aircraft Prepetition Loans" means the prepetition loans provided under the NFS Credit Documents and NFS Side Letter Agreement.

1.5 “Allowed” means, with respect to a Claim in a specified Class or an Allowed Administrative Claim, Priority Tax Claim, DIP Claim, or Fee Claim, such Claim is: (i) scheduled by the Debtors in their Schedules in a liquidated amount and not scheduled as contingent or disputed and not superseded by a proof of claim or subject to setoff; (ii) asserted in the chapter 11 cases by a proof of claim; and not objected to within the period fixed by the Bankruptcy Code, the Bankruptcy Rules, the Plan, and/or applicable orders of the Bankruptcy Court; or (iii) that has been allowed by a Final Order or stipulation with the Debtors or the Liquidating Trustee, as the case may be, pursuant to this Plan. An Allowed Claim: (y) includes a previously Disputed Claim to the extent such Disputed Claim becomes allowed when the context so requires; and (z) shall be net of any valid setoff amount, which amount shall be deemed to have been set off in accordance with the provisions of this Plan.

1.6 “Amended Schedules Bar Date” has the meaning ascribed to it in section 5.7.

1.7 “Atlantic Aviation Action” means the legal action captioned *New Pacific Airlines, Inc. v. Eagle Aviation Resources, Ltd., d/b/a Atlantic Aviation, Wheels Up Experience Inc., Wheels Up Private Jets, LLC, and Wheels Up Partners, LLC*, Case No. 2:25-cv-7510 pending the United States District Court for the Central District of California.

1.8 “Ballot” means the form approved by the Bankruptcy Court and distributed to Holders of Claims entitled to vote on this Plan on which is to be indicated an acceptance or rejection of this Plan and, to the extent desired by the voting Claim Holder, an election to opt out of granting the Plan’s third party releases described in section 11.8 of the Plan.

1.9 “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, and as such title has been, or may be, amended from time to time, to the extent that any such amendment is applicable to these chapter 11 cases.

1.10 “Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware.

1.11 “Bankruptcy Rules” mean the Federal Rules of Bankruptcy Procedures, the Official Bankruptcy Forms or the Local Rules of the Bankruptcy Court, and as each has been, or may be, amended from time to time, to the extent that any such amendment is applicable to these chapter 11 cases.

1.12 “Bar Date” means, with respect to any particular Claim, the applicable date set by the Bankruptcy Court as the last day for filing a proof of claim or a request for allowance of an Administrative Claim or a proof of interest, against the Debtors in these chapter 11 cases for the applicable Claim or Interest.

1.13 “Bar Date Motion” means the *Debtors’ Motion for Entry of an Order (I) Establishing Certain Bar Dates for Filing Prepetition Claims and Administrative Expense Claims, and (II) Granting Related Relief, Including Notice and Filing Procedures* [D.I. 93].

1.14 “Bar Date Order” means the *Order (I) Establishing Certain Bar Dates for Filing Prepetition Claims and Administrative Expense Claims, and (II) Granting Related Relief, Including Notice and Filing Procedures* [D.I. 152].

1.15 “Bidding Procedures Order” means the *Order (I) Scheduling a Hearing to Consider Approval of the Sale or Sales of Substantially All Assets and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (III) Establishing Procedures in Connection with the Selection of and Protections Afforded to Any Stalking Horse Purchasers, and (IV) Granting Related Relief* [D.I. 124].

1.16 “Business Day” means any day, other than a Saturday, Sunday or a legal holiday (as used in Bankruptcy Rule 9006(a)).

1.17 “Cash” means legal tender of the United States of America or its equivalents, including but not limited to bank deposits, checks, and other similar items.

1.18 “Causes of Action” mean any and all actions, suits, claims for relief, causes of action, Chapter 5 Causes of Action, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payment, and claims, whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured, unsecured and whether asserted or assertable directly or derivatively, in law, equity or otherwise, whether arising before or after the Petition Date.

1.19 “Chapter 5 Causes of Action” mean any and all actual or potential claims and causes of action arising or assertable pursuant to Chapter 5 of the Bankruptcy Code, including claims, rights and causes of action arising or assertable under sections 544, 545, 547, 548, 549, 550, 551, and 553(b) of the Bankruptcy Code, including but not limited to, the recovery of preferences and fraudulent transfers from any entity that received cash or any other interest in property from or on behalf of the Debtors, directly or indirectly.

1.20 “Claim” means a claim against the Debtors or their property, as such term is defined in section 101(5) of the Bankruptcy Code.

1.21 “Claims Agent” means the Debtors’ claims agent, Stretto, Inc.

1.22 “Claims Objection Deadline” means 180 days after the Effective Date, or such later date as may be ordered by the Bankruptcy Court; *provided, however*, that the Liquidating Trustee may seek extensions of this deadline from the Bankruptcy Court.

1.23 “Class” means a class of Claims or Interests described in Article III of this Plan.

1.24 “Committee” means the statutory committee of unsecured creditors of the Debtors appointed in these chapter 11 cases pursuant to section 1102 of the Bankruptcy Code by the U.S. Trustee [D.I. 57].

1.25 “Committee DIP Resolution” is defined in section 5.3 of the Plan.

1.26 “Confirmation Date” means the date the Bankruptcy Court enters the Confirmation Order on the docket of these chapter 11 cases.

1.27 “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider confirmation of the Plan pursuant to section 1128 of the Bankruptcy Code.

1.28 “Confirmation Order” means the order of the Bankruptcy Court confirming this Plan pursuant to, among others, section 1129 of the Bankruptcy Code.

1.29 “Convenience Claim” means any Claim that would otherwise be classified as a General Unsecured Claim but, with respect to each Claim, either (a) the aggregate amount of such claims is \$5,000 or less, or (b) the aggregate amount of such Claim is reduced to \$5,000 by agreement of the Holder of such Claim on or before the Voting Deadline through election on such Holder’s Ballot with respect to such Claim.

1.30 “Cure Amount” means all pre- and post-petition amounts payable pursuant to section 365(b)(1) of the Bankruptcy Code in order to effectuate the Debtors’ assumption of an Executory Contract pursuant to the Plan.

1.31 “D&O” means any current or former officer, director, or manager of the Debtors, solely in his or her capacity as such.

1.32 “Debtors” means, collectively: FLOAT Alaska LLC, Corvus Alaska Holdings Inc., FLOAT Alaska Holdings LLC, FLOAT Alaska IP LLC, New Pacific Airlines, Inc., FlyCoin, Inc., and FLOAT Shuttle Inc.

1.33 “DIP Claims” means all Claims arising under, derived from, or based on the DIP Credit Agreement or otherwise secured pursuant to the DIP Credit Agreement Documents.

1.34 “DIP Credit Agreement Documents” means the DIP Credit Agreement and all other agreements, documents, and instruments related thereto, including any guaranty agreements, collateral agreements, and other security agreements.

1.35 “DIP Credit Agreement” means that certain Senior Secured Super-Priority Debtor-in-Possession Loan and Security Agreement, dated as of February 3, 2026, as amended, restated, modified, or supplemented from time to time in accordance with its terms, by and among the Debtors and DIP Lender.

1.36 “DIP Lender” means Jones Holding LLC, in its capacity as lender under the DIP Credit Agreement.

1.37 “DIP Order” means the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [D.I. 123].

1.38 “Disallowed” means with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtors which: (i) has been disallowed, in whole or part, by a Final Order; (ii) has been withdrawn by agreement of the Holder thereof and the Debtors or Liquidating Trustee, as the case may be, in whole or in part; (iii) has been withdrawn, in whole or in part, by the Holder thereof; (iv) if listed in the Schedules in a zero or undetermined dollar amount or as

disputed, contingent, partially liquidated or unliquidated and in respect of which a proof of Claim or a proof of Interest, as applicable, has not been Filed; (v) has been reclassified, expunged, subordinated or estimated to the extent that such reclassification, expungement, subordination or estimation results in a reduction in the Filed amount of any proof of Claim or proof of Interest; (vi) is unenforceable to the extent provided in section 502(b) of the Bankruptcy Code; or (vii) is held by a Holder from whom property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or who is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, unless such Holder has paid the amount, or turned over any such property, for which such Holder is liable under section 522(i), 542, 543, 550, or 553 of the Bankruptcy Code. In each case a Disallowed Claim or a Disallowed Interest is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination or estimation.

1.39 “Disclosure Statement” means the disclosure statement, as amended, supplemented or modified from time to time, that is embodied within this combined Disclosure Statement and Plan and distributed in accordance with, among others, sections 1125, 1126(b) and 1145 of the Bankruptcy Code, Bankruptcy Rule 3017, Local Rule 3017-2 and other applicable law.

1.40 “Disputed Claim” means any Claim or Interest which has not yet been Allowed or Disallowed in accordance with the terms of this Plan. For the purposes of this Plan, a Claim shall be considered a Disputed Claim in its entirety before the time that an objection has been or may be filed if: (a) the amount or classification of the Claim specified in a relevant proof of claim exceeds the amount or classification of any corresponding Claim scheduled in the Debtors’ Schedules; (b) any corresponding Claim scheduled by the Debtors has been scheduled as disputed, contingent or unliquidated; (c) the claim was filed after the applicable Bar Date; or (d) no corresponding Claim has been scheduled by the Debtors in their Schedules.

1.41 “Distribution” means the distribution of Cash or other property, as the case may be, in accordance with this Plan.

1.42 “Distribution Address” means the address where payments to the Holder should be sent as set forth in the Holder’s proof of claim, as amended or supplemented. If no proof of claim is filed with respect to a particular Claim, such defined term means the address for the Holder set forth on the Debtors’ Schedules.

1.43 “Distribution Date” means the date on which a Distribution is made pursuant to this Plan.

1.44 “Distribution Record Date” means the record date for purposes of making Distributions under this Plan on account of Allowed Claims, which shall be the Confirmation Date.

1.45 “Domain Name” means np.com.

1.46 “DOT” means the United States Department of Transportation.

1.47 “DOT Certificate” means NPA’s certificate of public convenience and necessity to engage in scheduled interstate air transportation as issued by the DOT.

1.48 “Effective Date” means the first date on which all the conditions of section 14.2 of the Plan have been satisfied or have been waived in writing.

1.49 “Entity” has the meaning set forth in section 101(15) of the Bankruptcy Code.

1.50 “Estates” mean the estates of the Debtors created by section 541 of the Bankruptcy Code on the Petition Date.

1.51 “Exculpated Parties” means the (a) Debtors, (b) each of the Debtors’ current officers and directors, and former officers and directors who served in such capacity during any portion of the chapter 11 cases following the Petition Date, (c) the Committee, and each of its current members, (d) the Professionals, and (e) the Related Persons for each of the foregoing, each in their capacity as such, and solely to the extent they are, or are acting, as agents for Estate fiduciaries at any time between the Petition Date and the Effective Date.

1.52 “Executory Contract” means a contract to which the Debtors are a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.53 “Exit Note” means a secured promissory note to be issued by the Liquidating Trust on the Effective Date in favor of the DIP Lender in a principal amount equal to the Exit Note Principal.

1.54 “Exit Note Principal” means the sum of (a) Unfunded DIP Term Loans plus (b) the Plan Claim Reserve amount.

1.55 “Existing Equity Interest” means any Interest in the Debtors that existed immediately before the Effective Date.

1.56 “FAA” means the Federal Aviation Administration.

1.57 “FAA Certificate” means the Debtors’ 14 CFR Part 121 certificate issued by the FAA.

1.58 “Fee Claim” means a Claim for compensation or reimbursement of expenses of a Professional pursuant to section 327, 328, 330, 331 or 503(b) of the Bankruptcy Code in connection with these chapter 11 cases. “Fee Claim” does not include any Claim for compensation or reimbursement of expenses related to services rendered after the Effective Date by, as the case may be, the Professionals of the Liquidating Trust or Reorganized NPA.

1.59 “File,” “Filed,” or “Filing” means, respectively, properly file, filed, or filing in these chapter 11 cases with the Bankruptcy Court or, where permitted or required, Stretto.

1.60 “Final Administrative Claim Bar Date” means the date that is 30 days after the Effective Date, which shall be the deadline for filing requests for payment of Administrative Claims, other than Fee Claims, that arose on or after March 10, 2026, through the Effective Date.

1.61 “Final Order” means an order or judgment of the Bankruptcy Court, as entered on the docket of the Bankruptcy Court, that has not been reversed, stayed, modified, or amended, and

as to which (a) the time to appeal, seek review or rehearing or petition for certiorari has expired and no timely filed appeal or petition for review, rehearing, remand or certiorari is pending, or (b) any appeal taken or petition for certiorari filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or the appeal has been dismissed by the appellant or by agreement; provided, however, that the possibility that a motion under section 502(j) of the Bankruptcy Code, Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or other rules governing procedure in cases before the Bankruptcy Court, may be filed with respect to such order shall not cause such order not to be a Final Order.

1.62 “First Administrative Claim Bar Date” is defined in section 5.7.

1.63 “FLOAT” means FLOAT Alaska LLC.

1.64 “FLOAT Holdings” means FLOAT Alaska Holdings LLC.

1.65 “General Bar Date” is defined in section 5.7.

1.66 “General Unsecured Claim” means any Claim that is not (a) an Administrative Claim; (b) a Fee Claim; (c) a Priority Tax Claim; (d) an Other Priority Claim; (e) DIP Claim; (f) a Secured Claim; (g) a Convenience Claim; (h) a Subordinated Claim or (i) an Intercompany Claim.

1.67 “General Unsecured Claim Trust Interests” means the non-transferrable interests in the General Unsecured Claim Trust, which shall be distributed to holders of Allowed General Unsecured Claims, including any unsecured portions of Allowed Mechanics Lienholder Claims.

1.68 “General Unsecured Claim Trust” means the sub-trust of the Liquidating Trust to be established for (i) Holders of Allowed General Unsecured Claims and (ii) Allowed Mechanics Lienholder Claims to the extent such claim is unsecured.

1.69 “Governmental Bar Date” means July 27, 2026, which is the date by which proofs of claim must be Filed with respect to such Claims held by Governmental Units pursuant to the Bar Date Order.

1.70 “Governmental Unit” has the meaning set forth in section 101(27) of the Bankruptcy Code.

1.71 “Holder” or “Holders” means a Person or an Entity holding a Claim or Interest.

1.72 “Impaired” means, when used in reference to a Claim or Interest, a Claim or Interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.73 “Impaired Class” means a Class of Claims or Interests that is Impaired.

1.74 “Insider” has the meaning set forth in section 101(31) of the Bankruptcy Code.

1.75 “Intercompany Claim” means a Claim by a Debtor against another Debtor or its direct or indirect subsidiary or affiliate.

1.76 “Intercompany Interest” means an Interest held by a Debtor in another Debtor or a direct or indirect subsidiary or affiliate of a Debtor.

1.77 “Interest” means an equity security, within the meaning of section 101(16) of the Bankruptcy Code, in the Debtors.

1.78 “Interim Approval and Procedures Order” means the *Order (I) Approving the Combined Disclosure Statement and Plan on an Interim Basis for Solicitation Purposes Only; (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Combined Disclosure Statement and Plan; (III) Approving the Form of Ballots and Solicitation Packages; (IV) Establishing the Voting Record Date; (V) Scheduling a Combined Hearing for Final Approval of the Adequacy of Disclosures in, and Confirmation of, the Combined Disclosure Statement and Plan; and (VI) Granting Related Relief* [D.I. 285].

1.79 “Interim Compensation Procedures Order” means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* [D.I. 144], entered by the Bankruptcy Court on March 3, 2026.

1.80 “Jones Holding Secured Claim” means the Secured Claim of Jones Holding LLC pursuant to the Prepetition Lender Loan Documents.

1.81 “Jones Loan Documents” is defined in section 4.1(ii) of this Plan.

1.82 “Jones Prepetition Loans” is defined in section 4.1(ii) of this Plan.

1.83 “Jones Prepetition Unsecured Claims” mean the unsecured Claims of Jones Holding LLC, Josh Jones or his family trusts, or any of their Affiliates (other than the Debtors) on account of prepetition Claims (including any Jones Deficiency Claim).

1.84 “Lien” means: (a) a judicial lien as defined in section 101(36) of the Bankruptcy Code; (b) a lien as defined in section 101(37) of the Bankruptcy Code; (c) a security interest as defined in section 101(51) of the Bankruptcy Code; (d) a statutory lien as defined in section 101(53) of the Bankruptcy Code; and (e) any other lien, interest, charge or encumbrance.

1.85 “Liquidating Trust” means that certain trust established pursuant to section 10.3 hereof and the Liquidating Trust Agreement to, among other things, hold and, as applicable, monetize the Liquidating Trust Assets (including through the assertion of Causes of Action), make Distributions to Holders of Allowed Claims pursuant to this Plan and wind-down the Wind-Down Estates after the Effective Date.

1.86 “Liquidating Trust Agreement” means, as may be amended from time to time, the trust agreement governing the Liquidating Trust that will be filed with the Plan Supplement, which Liquidating Trust Agreement shall be in form and substance reasonably acceptable to the Debtors, the Committee, and the DIP Lender.

1.87 “Liquidating Trust Assets” means (i) the Trust Administration Reserve, (ii) all Causes of Action, other than those expressly waived or released pursuant to this Plan (and excluding the Atlantic Aviation Action), (iii) the Domain Name, (iv) any intellectual property

assets of the Debtors as of the Effective Date, (v) any tax refunds or other refunds that are not DIP Collateral or Prepetition Collateral, and (vi) any other remaining assets of the Debtors as of the Effective Date (unless otherwise stated in this Plan).

1.88 “Liquidating Trust Beneficiaries” means collectively the Holders of Allowed Claims against the Debtors to the extent entitled to a Distribution under the Plan; provided, however, that Holders of Convenience Claims will not be Liquidating Trust Beneficiaries.

1.89 “Liquidating Trust Expenses” means any and all reasonable fees, costs and expenses incurred by the Liquidating Trust or the Liquidating Trustee (or any professional or other Person retained by the Liquidating Trustee) on or after the Effective Date in connection with any of their duties under the Plan and the Liquidating Trust Agreement, including any administrative fees, attorneys’ fees and expenses, insurance fees, taxes and escrow expenses.

1.90 “Liquidating Trustee” means an individual, to be identified in the Plan Supplement, who will be appointed as of the Effective Date as trustee of the Liquidating Trust and shall be responsible for the duties, powers, and affairs of the Liquidating Trust in accordance with the Liquidating Trust Agreement.

1.91 “Local Rules” means the Local Rules of the United States Bankruptcy Court for the District of Delaware.

1.92 “Manuals and Materials” means “approved” and “accepted” manuals for NPA’s FAA Certificate, as well as partial inflight and flight operations training materials.

1.93 “Mechanics Lienholders” means collectively, AeroDesign Services, LLC, Associated Energy Group, LLC, Bischoff Aerospace, Inc., STE San Antonio Aerospace, Inc., Xtreme Aviation LLC, and any other party that recorded a mechanics’ lien against property of the Estates as of the Petition Date.

1.94 “New Equity Interests” means 100% of the new equity of Reorganized NPA to be issued to the Plan Sponsor in exchange for the Plan Sponsor Contribution.

1.95 “NFS” means NFS Capital, LLC.

1.96 “NFS Assignment Agreement” is defined in section 4.1(ii).

1.97 “NFS Loan Documents” is defined in section 4.1(ii).

1.98 “NFS Side Letter Agreement” is that certain Side Letter Agreement dated as of January 23, 2026, between NFS, the Prepetition Lender and Debtors FLOAT, FLOAT Holding and NPA.

1.99 “NPA” means New Pacific Airlines, Inc.

1.100 “Objection” means any objection, application, motion, complaint or any other legal action seeking, in whole or in part, to disallow, determine, liquidate, classify, reclassify, establish

the priority of, expunge, subordinate or estimate any Claim (including any objection or opposition to any request for allowance or payment of any Administrative Claim).

1.101 “Omnibus Sale Order” means the *Omnibus Order (I) Authorizing and Approving the Sale of Certain of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests; (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [D.I. 209].

1.102 “Other Priority Claim” means any Claim entitled to priority under section 507(a) of the Bankruptcy Code that is not a Priority Tax Claim.

1.103 “Other Secured Claim” means any Secured Claim that is not a (i) DIP Claim, (ii) Jones Holding Secured Claim or (iii) a Claim in Class 4, 5 or 6.

1.104 “Person” is defined in section 101(41) of the Bankruptcy Code.

1.105 “Petition Date” means January 26, 2026, the date the Debtors commenced their chapter 11 cases in the Bankruptcy Court.

1.106 “Plan” means this plan under chapter 11 of the Bankruptcy Code, together with any amendments or modifications hereto as the Debtors may file hereafter in accordance with the terms of this Plan (such amendments or modifications only being effective upon compliance with section 16.2 of the Plan).

1.107 “Plan Claim Reserve” means the reserve established pursuant to section 13.1 of this Plan for payment of Disputed Administrative Claims, Priority Tax Claims, and Other Priority Claims that become Allowed Claims in accordance with this Plan.

1.108 “Plan Documents” means the documents, other than this Plan, to be executed, delivered, assumed or performed in connection with the consummation of this Plan, including, without limitation, the documents to be included in the Plan Supplement, and any and all exhibits to the Plan and the Disclosure Statement.

1.109 “Plan Sponsor” means Owners Jet, LLC.

1.110 “Plan Sponsor Contribution” means the total amount of \$3,100,000 to be contributed to the Debtors by the Plan Sponsor in exchange for the New Equity Interests.

1.111 “Plan Supplement” means the supplemental appendix to this Plan, Filed with the Bankruptcy Court not less than seven (7) calendar days before the Voting Deadline, which may contain, among other things and as applicable, (a) the identity of, and compensation for, the Liquidating Trustee, (b) the Liquidating Trust Agreement, (c) transaction and/or corporate documents, if any, necessary to implement the reorganization of NPA, (d) the Exit Note and any ancillary documents, and (e) any other schedules, lists, or documents that supplement or clarify aspects of this Plan.

1.112 “Prepetition Collateral” means collectively (i) the “Collateral” as defined in that certain Pledge Agreement between FLOAT and Jones Holding LLC, dated September 29, 2025;

(ii) the “Collateral” as defined in that certain Pledge Agreement between NPA and Jones Holding LLC, dated December 27, 2024; and (iii) the “Collateral” as defined in the NFS Loan Documents.

1.113 “Prepetition Lender” means Jones Holding LLC, in its capacity as such.

1.114 “Prepetition Lender Claim Recovery” means (a) Cash in the amount of the remaining Sales proceeds held by the Debtors as of the Effective Date and the Plan Sponsor Contribution after, without duplication, (i) payment of the DIP Claims and Convenience Claims and (ii) funding of the Plan Claim Reserve and the Professional Fee Escrow Amount, in accordance with this Plan and the Revised DIP Budget, (b) all other Cash proceeds derived from the sale, liquidation or disposition of any other Prepetition Collateral, whether such liquidation occurs prior to or after the Effective Date, and (c) the surrender of FLOAT’s equity interests in FARE to the DIP Lender on the Effective Date in accordance with section 5.8 of this Plan; provided, however, to the extent that any Prepetition Collateral (except for the equity interests in FARE that are surrendered in accordance with section 5.8) remains unliquidated after the Confirmation Date, at the request of the Holder of the Jones Holding Secured Claim, the Debtors will surrender such unliquidated Prepetition Collateral to the Prepetition Lender prior to or on the Effective Date. The Prepetition Lender shall notify the Committee or Liquidating Trustee, as applicable, of any Prepetition Collateral that the Debtors have surrendered pursuant to this section 1.114 of the Plan.

1.115 “Prepetition Lender Loan Documents” means (a) the Secured Promissory Note, dated as of December 27, 2024, by NPA in favor of the Prepetition Lender; (b) the Secured Promissory Note, dated as of September 29, 2025, by FLOAT Alaska LLC in favor of the Prepetition Lender; (c) the NFS Credit Documents; and (d) the NFS Side Letter Agreement (in each case, as may be amended, restated, modified, or supplemented from time to time in accordance with their respective terms).

1.116 “Priority Tax Claim” means any Claim of a Governmental Unit entitled to priority in payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.117 “Pro Rata Share” means, with respect to any Distribution on account of an Allowed Claim, a Distribution equal in amount to the ratio (expressed as a percentage) that the amount of such Allowed Claim bears to the aggregate amount of all Allowed Claims in its Class.

1.118 “Professional” or collectively “Professionals,” means any professional Person or Entity employed in these chapter 11 cases by Bankruptcy Court order pursuant to sections 327, 328, 363, or 1103 of the Bankruptcy Code.

1.119 “Professional Fee Escrow Account” means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Escrow Amount.

1.120 “Professional Fee Escrow Amount” means the total amount of Professional fees and expenses estimated pursuant to section 8.1(ii) of the Plan; provided, however, that the Professional Fee Escrow Amount shall be consistent with an agreed-upon budget between the Debtors and the DIP Lender.

1.121 “Purchasers” means collectively, (a) Elevate Aviation Group, LLC, (b) AMTRA Aero Component Solutions, LLC, (c) Wexford Capital, LP and (d) Jones Holding LLC.

1.122 “Rejection Damages Bar Date” is defined in section 5.7.

1.123 “Related Parties” has the meaning set forth in the definition of “Released Party”.

1.124 “Released Party” means collectively, and in each case in its capacity as such: (a) the Debtors and Reorganized NPA; (b) the current managers, directors, officers, authorized persons, and members of management of the Debtors for conduct occurring on and after the Petition Date; (c) the Plan Sponsor; (d) the DIP Lender; (e) the Prepetition Lender; (f) the Committee and its members (solely in their capacity as such); and (g) with respect to any Person or Entity in the foregoing clauses (a) through (f), the predecessors, successors and assigns, subsidiaries, members, partners, managers, officers, directors, employees, agents, attorneys, advisors, accountants, financial advisors, investment bankers, consultants, and other professionals (collectively, the “Related Parties”), each in their capacity as such.

1.125 “Releasing Party” means collectively, (a) the Released Parties; (b) all Holders of Claims and Interests that are deemed to either accept or reject the Plan and who return a form affirmatively opting in to the releases provided in section 11.8 of the Plan; (c) all Holders of Claims entitled to vote on the Plan that return a ballot and do not opt out of granting the releases provided in section 11.8 of the Plan by checking the opt-out box on their respective Ballots; and (d) any Related Persons for each of the foregoing to the extent that the Releasing Party described in clauses (a) through (c) has the capacity or authority under nonbankruptcy law to grant the release on behalf of such Related Persons.

1.126 “Reorganized NPA” means, on or after the Effective Date, New Pacific Airlines, Inc., as reorganized pursuant to and under the Plan, or any successor thereto.

1.127 “Revised DIP Budget” means a revised DIP Budget as agreed to by the DIP Lender to be filed with the Court on or before May 13, 2026 which shall include, *inter alia*, the expected amount of Unfunded DIP Term Loans and shall be the Approved DIP Budget (as defined in the DIP Order).

1.128 “Reorganization Assets” means, collectively, (i) the DOT Certificate; (ii) the FAA Certificate (to the maximum extent permitted by applicable law); (iii) the Manuals and Materials; and (iv) miscellaneous related assets (such miscellaneous related assets, if any, to be identified with more particularity in the Plan Supplement).

1.129 “Reorganization Transaction” means the transaction to be consummated between the Debtors and Plan Sponsor to effectuate the transfer of the New Equity Interests in NPA. The transaction or corporate documents necessary to consummate the Reorganization Transaction will be included in the Plan Supplement.

1.130 “Sales” means the sales of the Debtors’ assets to the Purchasers pursuant to the Sale Orders.

1.131 “Sale Motion” means the *Debtors’ Motion for Entry of (A) an Order (I) Scheduling A Hearing to Consider Approval of the Sale or Sales of Substantially All Assets and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (III) Establishing Procedures in Connection With the Selection of and Protections Afforded to Any Stalking Horse Purchasers, and (IV) Granting Related Relief; and (B) One or More Orders (I) Approving the Sales or Other Acquisition Transactions for the Assets, (II) Authorizing the Sales Free and Clear of All Encumbrances, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [D.I. 34].

1.132 “Sale Orders” means together the Omnibus Sale Order and Wexford Sale Order.

1.133 “Schedules” mean the schedules of assets and liabilities and statement of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified or supplemented from time to time.

1.134 “Secured Claim” means, pursuant to section 506 of the Bankruptcy Code, that portion of a Claim that is (a) secured by a valid, perfected and enforceable security interest, Lien, mortgage, or other encumbrance, that is not subject to avoidance under applicable bankruptcy or nonbankruptcy law, in or upon any right, title or interest of any Debtor in and to property of the Estates, to the extent of the value of the Holder’s interest in such property as of the relevant determination date, or (b) Allowed as such pursuant to the terms of this Plan (subject to the Confirmation Order becoming a Final Order). The defined term Secured Claim includes any Claim that is (i) subject to an offset right under applicable law as of the Petition Date, and (ii) a secured claim against any Debtor pursuant to sections 506(a) and 553 of the Bankruptcy Code.

1.135 “Solicitation Materials” means all solicitation materials with respect to the Plan, including the Disclosure Statement and related ballots, which have been approved by the Bankruptcy Court pursuant to the Interim Approval and Procedures Order.

1.136 “Subordinated Claim” means any Claim subject to subordination, whether pursuant to a Final Order of the Bankruptcy Court under section 510 of the Bankruptcy Code or by written consent of the Holder of such Claim, whether such Final Order is entered or such consent is given prior to or following the Effective Date.

1.137 “Trust Administration Reserve” means the reserve established pursuant to section 13.1 of this Plan for payment of (i) costs and expenses of the Liquidating Trust and (ii) expenses to wind-down the Debtors’ estates, which shall be funded on the Effective Date in the amount of \$100,000.00.

1.138 “Unclaimed Distributions” mean any Cash or other distributable property unclaimed on or after the Effective Date or the date on which an additional Distribution would have been made in respect of an Allowed Claim. Unclaimed Distributions shall include (a) checks (and the funds represented thereby) mailed to a Distribution Address and returned as undeliverable without a proper forwarding address, (b) funds for uncashed checks, (c) checks (and the funds

represented thereby) not mailed or delivered because no Distribution Address to mail or deliver such property was available, and (d) any Distribution deemed to be an Unclaimed Distribution pursuant to section 13.2 of this Plan.

1.139 “Unexpired Lease” means a lease to which a Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.140 “Unimpaired” means, when used in reference to a Claim or Interest, any Claim or Interest that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

1.141 “Unfunded DIP Term Loans” means the amount of DIP Term Loans added to the Revised DIP Budget which remain unfunded as of the Effective Date, provided that Unfunded DIP Term Loans shall not exceed \$170,000.

1.142 “U.S. Trustee Fees” mean fees payable pursuant to 28 U.S.C. § 1930, to the extent applicable to these chapter 11 cases.

1.143 “Voting Agent” means Stretto, Inc.

1.144 “Voting Class” means a Class whose members are entitled to vote on this Plan.

1.145 “Voting Deadline” means June 8, 2026, at 4:00 p.m. (Prevailing Eastern Time), the date specified in the Disclosure Statement, the Ballots, the Interim Approval and Procedures Order or related Solicitation Materials approved by the Bankruptcy Court as the last date for Holders of Claims entitled to vote on this Plan to submit their ballots with respect to this Plan, as such date may be extended.

1.146 “Wind-Down Estates” means the Estates of the following Debtors, or any successor thereto, by merger, consolidation or otherwise, on or after the Effective Date: FLOAT Alaska LLC, Corvus Alaska Holdings Inc., FLOAT Alaska Holdings LLC, FLOAT Alaska IP LLC, FlyCoin, Inc., and FLOAT Shuttle Inc.

1.147 “Wexford Sale Order” means the *Order (I) Authorizing and Approving the Sale of the Debtors’ Spare Aircraft Parts Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests; (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief* [D.I. 242].

Rules of Interpretation

1.148 Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in, or exhibit to, this Plan. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein, unless the context requires otherwise. The words “include” and “including” shall mean “include, without limitation,” or “including,” as the case may be. Whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural. Any term that is not otherwise defined herein, but used in the Bankruptcy Code or the Bankruptcy Rules, is used as defined in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1.149 Any reference in this Plan to a contract, instrument, release, or other agreement or documents being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, and any reference in this Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented. Subject to the provisions of any contract, certificates or articles of incorporation, by-laws, instruments, release, or other agreements or documents entered into in connection with this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and Bankruptcy Rules.

1.150 The captions and headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Any reference to any entity as a holder of a Claim or Interest includes that entity's successors and assigns.

Appendices and Plan Documents

1.151 All Plan Documents and appendices to the Plan are incorporated into the Plan by reference and are a part of the Plan as if set forth in full herein. The documents contained in the exhibits and Plan Supplement shall be approved by the Bankruptcy Court pursuant to the Confirmation Order. Copies of the Plan Documents are available free of charge at <https://cases.stretto.com/floatalaska/>.

III. CLASSIFICATION OF CLAIMS AND INTERESTS AND ESTIMATED RECOVERIES

THE PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND ARE THEREFORE SUBJECT TO CHANGE.

3.1 Summary of Classifications under the Plan, Asserted Claims and Estimated Recoveries and Treatment

The information in the table below is provided in summary form for illustrative purposes only and is subject to material change based on certain contingencies, including the claims reconciliation process. Actual recoveries may vary widely within these ranges, and without any changes to any of the assumptions underlying these amounts could result in material adjustments to recovery estimates provided herein and the actual Distributions received by creditors. The projected recoveries are based on information available to the Debtors as of the date hereof and reflect the Debtors' estimates as of the date hereof only. In addition to the cautionary notes contained elsewhere in the combined Disclosure Statement and Plan, the Debtors emphasize that they make no representation as to the accuracy of these recovery estimates. The Debtors expressly disclaim any obligation to update any estimates or assumptions after the date hereof on any basis (including new or different information received or errors discovered).

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim or Interest is also placed in a particular Class for the purpose of receiving Distributions pursuant to

this Plan only to the extent that such Claim or Interest is an Allowed Claim in that Class and such Claim or Interest has not been paid, released or otherwise settled prior to the Effective Date.

This Plan groups the Debtors together solely for the purpose of describing treatment under this Plan, confirmation of this Plan, and Distributions to be made in respect of Claims against and Interests in the Debtors under this Plan. Except as provided in section 9.5 of this Plan, such groupings shall not affect each Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal entities, or cause the transfer of any assets.

All Claims and Interests, except Administrative Claims, Fee Claims, DIP Claims and Priority Tax Claims, are placed in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, DIP Claims, Fee Claims and Priority Tax Claims, as described herein, have not been classified, and the respective treatment of such unclassified Claims is set forth below in section 8.1 of the Plan. The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, confirmation and distribution pursuant to the Plan and sections 1122 and 1123(a)(1) of the Bankruptcy Code.

<i>Class</i>	<i>Class Name</i>	<i>Estimated Amount of Allowed Claims</i>	<i>Estimated Recovery under the Plan</i>	<i>Plan Treatment</i>
1	Other Priority Claims	\$0.00	100%	Except to the extent that a Holder of an Allowed Other Priority Claim against any of the Debtors has been paid prior to the Effective Date or agrees to a different treatment, cash equal to 100% of the Allowed Other Priority Claim on or as soon as reasonably practicable after the later of (i) the Effective Date or (ii) the date such Claim becomes an Allowed Other Priority Claim.
2	Other Secured Claims	\$700.00	100%	Except to the extent that a Holder of an Allowed Other Secured Claim has been paid prior to the Effective Date or agrees to a different treatment, cash equal to 100% of the Allowed Other Secured Claim or release to such Holder of specified collateral securing such Allowed Other Secured Claim, to be paid on or as soon as is reasonably practicable after the later of (i) the Effective Date or (ii) the date such Claim becomes an Allowed Other Secured Claim.
3	Jones Holding Secured Claim	\$29,300,681.00	76%	The Prepetition Lender shall have (a) an Allowed Secured Claim in an amount up to the Prepetition Lender Secured Obligations, as defined in the DIP Order, to the extent of the value of the Prepetition Collateral and (b) an Allowed unsecured claim for the amount of Prepetition Lender Secured Obligations that remain unpaid after the

<i>Class</i>	<i>Class Name</i>	<i>Estimated Amount of Allowed Claims</i>	<i>Estimated Recovery under the Plan</i>	<i>Plan Treatment</i>
				liquidation and distribution of the Prepetition Collateral (the “<u>Jones Deficiency Claim</u>”). Except to the extent that the Prepetition Lender agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Allowed Jones Holding Secured Claim, the Prepetition Lender, as the Holder of the Allowed Jones Holding Secured Claim, shall receive the Prepetition Lender Claim Recovery on account of its Secured Claim. The Jones Deficiency Claim shall receive the same treatment as Allowed General Unsecured Claims in Class 6, subject to the Committee DIP Resolution in the DIP Order, as modified in this Plan; <i>provided, however</i>, that \$1,408,459.20 of the Jones Deficiency Claim shall be excluded when determining the pro rata distributions of Holders of Allowed General Unsecured Claims in Class 6 and shall not be repaid until payment in full of all Allowed General Unsecured Claims in Class 6.
4	Mechanics Lienholder Claims	\$2.8 million	1.1% – 11.2% ¹	Except to the extent that a Holder of an Allowed Class 4 Claim agrees to less favorable treatment, each Holder of an Allowed Class 4 Claim shall receive (i) on or as soon as reasonably practicable after the later of (y) the Effective Date or (z) the date such Claim becomes an Allowed Class 4 Claim, , in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Class 4 Claim, cash equal to the Secured Claim portion of the Allowed Class 4 Claim and (ii) its Pro Rata Share of 100% of the

¹ The Debtors believe that the Mechanics Lienholders each hold a general unsecured claim (and therefore, will recover their respective Pro Rata Share of 100% of the General Unsecured Claim Trust Interests). The Debtors or Liquidating Trustee, as applicable, will object to any Mechanics Lienholders’ Claims to the extent they assert a Secured Claim.

<i>Class</i>	<i>Class Name</i>	<i>Estimated Amount of Allowed Claims</i>	<i>Estimated Recovery under the Plan</i>	<i>Plan Treatment</i>
				General Unsecured Claim Trust Interests (i.e., Pro Rata on a combined dollar for dollar basis with the Holders of Allowed Class 6 Claims).
5	Convenience Claims	\$130,000.00	15%	Each Holder of an Allowed Convenience Claim shall receive payment in Cash equal to 15% of such Allowed Convenience Claim on the Effective Date or as soon thereafter as reasonably practicable. Class 5 initially shall consist of all General Unsecured Claims that total \$5,000 or less. Payment to Class 5 is in lieu of any treatment as a Holder of a Class 6 Claim. Any unsecured creditor with a General Unsecured Claim that is above \$5,000 electing treatment as a Convenience Claim must affirmatively do so on its Class 6 Ballot.
6	General Unsecured Claims	\$76 – 98 million	1.1% – 11.2% ²	Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on the Effective Date, subject to the Committee DIP Resolution, each Holder shall receive its Pro Rata Share of the General Unsecured Claim Trust Interests (i.e. Pro Rata on a combined dollar for dollar basis with the Holders of Allowed Class 4 Claims).
7	Subordinated Claims	\$0.00	0%	Each Holder of an Allowed Class 7 Claim shall receive no Distribution on account of its Subordinated Claim.

² This estimated recovery excludes recovery of the Jones Prepetition Unsecured Claims, which the Debtors project will recover between 0% – 3%.

<i>Class</i>	<i>Class Name</i>	<i>Estimated Amount of Allowed Claims</i>	<i>Estimated Recovery under the Plan</i>	<i>Plan Treatment</i>
8	Equity Interests	\$0.00	0%	On the Effective Date, all Existing Equity Interests shall be deemed cancelled, extinguished and discharged and of no further force or effect, and the Holders of Existing Equity Interests shall not be entitled to receive or retain any property or distribution on account of such Interests. With respect to NPA, 100% of Reorganized NPA will be issued to the Plan Sponsor in exchange for the Plan Sponsor Contribution.
9A	Intercompany Claims	\$70 million	0%	On the Effective Date, all Allowed Intercompany Claims shall be adjusted, continued, settled, reinstated, discharged, or eliminated, in each case to the extent determined to be appropriate by the Debtors or the Liquidating Trustee (as applicable).
9B	Intercompany Interests	\$0.00	0%	On the Effective Date, all Allowed Intercompany Interests shall adjusted, continued, settled, reinstated, discharged, or eliminated, in each case to the extent determine to be appropriate by the Debtors or the Liquidating Trustee (as applicable).

3.2 Unimpaired Classes of Claims

Class 1: Other Priority Claims. Class 1 shall consist of Other Priority Claims against the Debtors. Class 1 Claims are Unimpaired by the Plan and the Holders of Allowed Class 1 Claims are deemed to accept the Plan and, therefore, are not entitled to vote on the Plan.

Class 2: Other Secured Claims. Class 2 shall consist of Other Secured Claims against the Debtors. Class 2 Claims are Unimpaired by the Plan and the Holders of Allowed Class 2 Claims are deemed to accept the Plan and, therefore, are not entitled to vote on the Plan.

3.3 Impaired Classes of Claims and Interests

Class 3: Jones Holding Secured Claim. Class 3 shall consist of the Allowed Jones Holding Secured Claim. The Class 3 Claim is Impaired by the Plan and entitled to vote to accept or reject the Plan.

Class 4: Mechanics Lienholder Claims. Class 4 shall consist of the Allowed Mechanics Lienholder Claims. The Class 4 Claim is Impaired by the Plan and entitled to vote to accept or reject the Plan. Although all Mechanics Lienholder Claims have been placed in one Class for purposes of nomenclature within the Plan, each Mechanics Lienholder Claim, to the extent secured by a Lien on collateral different from the collateral securing a different Mechanics Lienholder

Claim, shall be treated as being in a separate sub-Class for the purposes of voting to accept or reject the Plan and receiving a Distribution.

Class 5: Convenience Claims. Class 5 shall consist of Allowed Convenience Claims. Class 5 Claims are Impaired by the Plan and entitled to vote to accept or reject the Plan.

Class 6: General Unsecured Claims. Class 6 shall consist of Allowed General Unsecured Claims against the Debtors. Class 6 Claims are Impaired by the Plan and entitled to vote to accept or reject the Plan.

Class 7: Subordinated Claims. Class 7 shall consist of all Subordinated Claims. Because Holders of Class 7 Subordinated Claims will receive no Distribution under the Plan, Holders of Class 7 Subordinated Claims are deemed to reject the Plan and, therefore, not entitled to vote on the Plan.

Class 8: Equity Interests. Class 8 shall consist of all Existing Equity Interests. Because Holders of Class 8 Equity Interests will receive no Distribution under the Plan, Holders of Class 8 Equity Interests are deemed to reject the Plan and, therefore, not entitled to vote on the Plan.

Class 9A and 9B: Intercompany Claims and Interests. Classes 9A and 9B shall consist of all Intercompany Claims and Intercompany Interests. Holders of Class 9A and 9B Claims and Interests are deemed to reject the Plan and, therefore, not entitled to vote on the Plan.

IV. BACKGROUND AND DISCLOSURES

4.1 General Background.

i. The Debtors' Business

The Debtors historically operated as a regional airline out of Anchorage, Alaska after successfully bidding on the stock of Corvus Airlines Inc. d/b/a Ravn Alaska in the Ravn Air Group chapter 11 cases (Case No. 20-10755 (BLS)). Following the acquisition of aircraft from Ravn Air Group, the Debtors resumed essential air services to hard-to-reach Alaska communities, including delivering the first COVID-19 vaccines to certain rural Alaskan counties.

The Debtors then developed a business plan for a transpacific passenger operation utilizing narrow body jets to connect Asia and North America. In particular, the Debtors sought to utilize the synergy of the Ravn Alaska regional network to help tourists reach remote Alaskan communities. As detailed below, Russia's invasion of Ukraine forced the Debtors to pivot from this business plan.

In addition to their airline operations, the Debtors collaborated in the development of a new blockchain based airline loyalty platform. This project reimagined loyalty rewards as cryptocurrency tokens, owned directly by customers, rather than reward "points" owned by the airline. In October 2021, the Debtors established FlyCoin, Inc. to partner with NPA as an anchor airline to accelerate distribution and adoption of this platform in the aviation industry.

In 2024, the Debtors shifted their business plan to operating charter flights and, in August 2024, entered into an exclusive agreement with Elevate Aviation Group's Private Jet Services to fly six NHL teams and additional ad hoc charter services. As of the Petition Date, the Debtors had ceased operating, terminated most of their workforce, and were focused on selling all or substantially all their remaining assets pursuant to section 363 of the Bankruptcy Code.

ii. The Debtors' Capital Structure

Before the Petition Date, NPA was party to the Secured Promissory Note, dated as of December 27, 2024, in favor of the Prepetition Lender and FLOAT was party to the Secured Promissory Note, dated as of September 29, 2025, in favor of the Prepetition Lender, as supplemented by certain letter agreements dated October 31, 2025, November 19, 2025, December 12, 2025, and January 13, 2026 regarding additional discretionary loans made under the Secured Promissory Note between FLOAT and the Prepetition Lender (collectively, the "Jones Loan Documents") and the loans thereunder, the "Jones Prepetition Loans"). As of the Petition Date, the Debtors were indebted to the Prepetition Lender pursuant to the Jones Loan Documents in an aggregate principal amount of no less than \$11,327,786.69.

In addition to the Jones Loan Documents, Debtors NPA and FLOAT Holdings, as borrowers, and FLOAT, as guarantor, and NFS, as lender, were parties to that certain Term Loan Agreement, effective as of May 16, 2025, and other related Loan Documents as defined therein (collectively, the "NFS Credit Documents"). Before the chapter 11 cases, NFS irrevocably assigned all of its rights and obligations under the NFS Credit Documents to the Prepetition Lender, pursuant to that certain Assignment and Assuming Agreement dated January 23, 2026 (the "NFS Assignment Agreement"). In connection with the NFS Assignment Agreement, NFS, the Prepetition Lender and certain affiliates and Debtors FLOAT, FLOAT Holdings, and NPA entered into the NFS Side Letter Agreement pursuant to which, among other things, the parties agreed that the obligations due under the NFS Credit Documents equaled \$18,334,644.26 (the "NFS Claim Amount") as of January 21, 2026.

As of May 1, 2026, the Debtors estimate that unsecured claims against the Estates total between \$76–\$98 million, comprising trade claims and unsecured convertible note holders, including approximately \$51 million in Jones Prepetition Unsecured Claims.

4.2 Events Leading to the Commencement of the Chapter 11 Cases

In the years leading up to these chapter 11 cases, the Debtors' business encountered several significant challenges. First, in 2022 a new competitor in Alaska, Aleutian Airways LLC, launched and started providing service to the Debtors' most lucrative market—Dutch Harbor—thereby adversely affecting the Debtors' profitability.

Second, the post-COVID pandemic world saw a resurgence of air travel. As a result, major airlines re-established their former operations and recruited pilots and crew members from regional airlines, like the Debtors. Within one year the Debtors lost 80% of their pilot positions. Due to pilot shortages, the Debtors were only able to fly a quarter of their originally planned flights for the Debtors' busiest route, Anchorage-Kenai. The station cost for Kenai could not sustain such low frequencies of flights. In Fall 2023, the Debtors were forced to close down their Kenai and

King Salmon routes and implement a reduction in force in connection with their regional airline operations.

In summer 2023, NPA launched Boeing 757 operations with domestic scheduled service out of Ontario, California. Although the Debtors saw improvement with their domestic routes, the Debtors calculated that, in order to break even while maintaining a stable domestic network, they needed to expand into at least five additional markets and sustain strong metrics in each additional markets. However, the Debtors did not have the funds to implement this expansion. Because the Debtors were losing money on both the former Ravn Alaska business and the new Boeing 757 business, in early 2024 NPA ceased scheduled operations for the Boeing 757s and pivoted to charter flights in an attempt to reduce NPA's losses.

The Debtors' business took another hit in early 2025 when a Canadian lessor of several of the Debtors' aircraft unexpectedly decided not to renew the lease and repossessed their aircraft. Although the Debtors attempted to continue with limited and reduced service with their remaining aircraft, ultimately, in August 2025, the Debtors were forced to cease their regional Alaskan operations.

In August 2024, NPA signed an exclusive agreement with Elevate Aviation Group's Private Jet Services (PJS) to fly six NHL teams and additional ad hoc charter services using the Debtors' refurbished Boeing 757s. The Debtors hoped that charter flights for professional sports teams would be a sustainable business. However, the agreement with PJS placed many costs back onto the airline resulting in a net loss for the Debtors on every flight provided under the agreement. Although the Debtors negotiated an amendment to the agreement in May 2025 to address the unsustainable losses, the 2024-2025 NHL season had ended and there were few charter flights booked in the summer of 2025. When the 2025-2026 NHL season commenced, the Debtors continued to have serious liquidity challenges, ultimately forcing the Debtors to shut down their operations and reduce their workforce by approximately 115 employees in November 2025.

With respect to the Debtors' crypto airline loyalty tokens, the recent collapse of several major cryptocurrency platforms amid highly publicized financial scandals impeded the Debtors' ability to fully launch the token platform. Airlines that were interested in entering into business deals with FlyCoin, Inc. pulled back, no longer wanting to associate with or promote a blockchain project. As the crisis in cryptocurrency unfolded, several crypto-serving financial institutions failed, including institutions FlyCoin, Inc. banked with. With the downturn in the industry and the inability to secure customers, FlyCoin, Inc. executed a reduction in force and retained a handful of employees to support the Debtors' software development and other administrative needs.

In November 2025, the Debtors appointed an independent director, Thomas Allison, to the Debtors' boards. In his capacity as independent director, the Debtors also appointed Mr. Allison as the sole member of a special committee of the Debtors' boards with exclusive authority over any matters regarding transactions with insiders, including, but not limited to, any debtor-in-possession financing or sale of assets involving an insider.

On December 1, 2025, the Debtors retained Sherwood Partners, Inc. ("Sherwood") to provide financial advisory services. Sherwood, with the assistance of the Debtors' management team and other advisors, engaged with interested parties over several weeks regarding both out-

of-court transactions and transactions executed through a chapter 11 process. Despite the Debtors' efforts, the Debtors did not receive any applicable proposals for an out-of-court transaction or a potential stalking horse bid.

V. THE CHAPTER 11 CASES

5.1 Commencement of the Chapter 11 Cases

On January 26, 2026, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court. The chapter 11 cases have been jointly administered for procedural purposes only.

The commencement of a chapter 11 case creates an estate that is composed of the legal and equitable interests of the debtor as of that date. The Bankruptcy Code provides that the debtor may continue to remain in possession of its property and manage its assets as a "debtor in possession." Since the Petition Date, the Debtors have maintained their assets to preserve value for the Estates and the Debtors' creditors.

The filing of the Debtors' bankruptcy petitions on the Petition Date triggered the immediate imposition of the automatic stay under section 362 of the Bankruptcy Code, which, with limited exceptions, enjoins all collection efforts and actions by creditors, the enforcement of Liens against property of the Debtors and both the commencement and the continuation of prepetition litigation against the Debtors. With certain limited exceptions and/or modifications as permitted by order of the Bankruptcy Court, the automatic stay will remain in effect from the Petition Date until the Effective Date of the Plan.

5.2 "First Day" Motions

On the Petition Date, the Debtors filed a number of "first-day" motions designed to ease the Debtors' transition into chapter 11, maximize the value of the Debtors' assets and minimize the effects of the commencement of the chapter 11 cases. On January 28, 2026, the Bankruptcy Court entered orders providing various first-day relief, including interim or final orders approving:

- (i) *Debtors' Motion for Entry of an Order Directing Joint Administration of Chapter 11 Cases for Procedural Purposes Only and Granting Related Relief* [D.I. 2]
- (ii) *Debtors' Motion for Entry of an Order Authorizing the Debtors to (I) File (A) A Consolidated Creditor Matrix and (B) A Consolidated List of the Debtors' Top Thirty Creditors; and (II) Redact Certain Personally Identifiable Information for Individuals* [D.I. 3]
- (iii) *Debtors' Application to Appoint Stretto, Inc. as Claims and Noticing Agent* [D.I. 4]
- (iv) *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue Insurance Policies and Related Agreements, (B) Honor Certain Prepetition Obligations in Respect Thereof, and (C)*

Renew, Revise, or Enter Into New Insurance Coverage and Insurance Premium Financing as Needed in Their Business Judgment, and (II) Granting Related Relief [D.I. 5]

- (v) *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Pay Prepetition Employee Wages, Benefits, and Other Compensation Obligations and (B) Maintain Their Compensation and Benefits Programs, and (II) Granting Related Relief* [D.I. 6]
- (vi) *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Continued Use of Existing Cash Management System, Bank Accounts, and Business Forms and Payment of Related Prepetition Obligations, (II) Authorizing Continuation of Intercompany Transactions, (III) Extending Time to Comply with 11 U.S.C. § 345(b), and (IV) Granting Related Relief* [D.I. 7]
- (vii) *Debtors' Motion for Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [D.I. 8]

5.3 The DIP Facility and Committee DIP Resolution

In the weeks leading up to the Petition Date, the Debtors undertook to solicit offers for and negotiate a debtor-in-possession financing facility. Specifically, the Debtors, through Sherwood, made inquiries into potential sources for DIP financing, including the Prepetition Lender. With the exception of the Prepetition Lender, none of the potential lenders expressed interest in participating in a DIP facility. Many of the parties contacted by Sherwood reported that they were unwilling to extend financing to the Debtors due to a number of factors including the company's capital structure, insufficient unencumbered assets to provide as collateral, and perceived current challenges in the aviation industry.

In response to the only formal DIP proposal the Debtors received, the Debtors engaged in good faith, arms' length negotiations, with their Prepetition Lender regarding the terms of the proposed DIP facility. Following the parties' negotiations, the Special Committee reviewed the proposed DIP facility with the Debtors' advisors and approved the Debtors' entry into the DIP facility.

Under the terms of the DIP Credit Agreement, the Debtors have access to a term loan facility of up to \$3,230,000 (the "DIP Term Loan"), with a dollar-for-dollar roll up of the debt under the Prepetition Lender Loan Documents (the "Roll-Up Loans"), and together with the DIP Term Loan, the "DIP Loans"). The DIP Loans were secured by superpriority liens on substantially all the Debtors' assets (the "DIP Collateral").

The Committee objected to the Debtors' request for final approval of the DIP Credit Agreement [D.I. 71] on a number of grounds. As a result of the Committee's objection, certain

modifications were made to the proposed DIP Order, which was granted by the Bankruptcy Court on February 25, 2026 [D.I. 123]. In particular, the DIP Lender, Debtors and Committee agreed to, among other things, the following terms (the “Committee DIP Resolution”):

- a) The size of the new money portion of the DIP Facility increased by \$100,000 (the “Additional DIP Funding”), which is available to the Estates to fund, without duplication, either the professional fees of the Committee or other administrative costs, as determined by the Committee in consultation with the Debtors and in accordance with the Bankruptcy Code.
- b) The Committee’s professional fees set forth in the budget increased by \$25,000.
- c) The Domain Name is excluded from the DIP Collateral. The net proceeds of any sale of the Domain Name shall be allocated as follows: (i) first, to repay the Additional DIP Funding to the DIP Lender; (ii) second, up to \$1,100,000 of remaining net proceeds shall be distributed to the estates, provided that the Jones Prepetition Unsecured Claims shall not share in any recovery of the first \$1,100,000 of net proceeds from the Domain Name; and (iii) third, any net proceeds from the sale of the Domain Name in excess of \$1,100,000 shall be distributed pro rata among Holders of Allowed Claims in accordance with the Bankruptcy Code, including the Jones Prepetition Unsecured Claims.
- d) All Chapter 5 Causes of Action are excluded from DIP Collateral and preserved for the benefit of the estates. The proceeds of Chapter 5 Causes of Action shall constitute DIP Collateral, but the DIP Lender’s right to recover against such proceeds is limited as follows: (i) the first \$300,000 in proceeds of Chapter 5 Causes of Action shall be distributed to the estates and neither the DIP Lender nor holders of Jones Prepetition Unsecured Claims shall be entitled to recover against such proceeds; (ii) second, any proceeds in excess of \$300,000 shall be used to satisfy unpaid DIP Claims (including Roll Up Loans), but the DIP Lender must look to such proceeds as the last form of collateral to satisfy such claims; (iii) any remaining proceeds after satisfaction of DIP Claims shall be distributed to the estates, provided, however, if there has not been a successful Challenge, the Committee expressly waives its Challenge rights, or if the Challenge Period has expired without a Challenge commenced by the Committee, the holders of the Jones Prepetition Unsecured Claims shall not share in any such proceeds.
- e) If a chapter 11 plan is confirmed and a liquidating trust is established, and the Committee has not commenced a Challenge, then the Committee shall have sole authority to select the Liquidating Trustee.
- f) The Debtors and their estates shall have no obligation under the DIP Documents to pay any fees or expenses of the DIP Lender’s professionals incurred on or after the Petition Date. The parties agreed that any such fees and expenses incurred on or after the Petition Date shall be obligations solely of non-debtor

affiliate, FLOAT Alaska Real Estate LLC, which guaranteed the Debtors' obligations under the DIP Credit Agreement.

The Debtors, the DIP Lender and the Committee have agreed to modify the Committee DIP Resolution in accordance with the terms of this Second Amended Plan to, among other things, permit the use of Sale proceeds that constitute the DIP Lender's cash collateral to fund certain administrative expenses that exceeded the amounts set forth in the Approved Budget in the DIP Order by making the Unfunded DIP Term Loans available to the Debtors with such cash collateral.

5.4 Retention of Professional Advisors

Pursuant to orders entered in March, the Bankruptcy Court authorized the Debtors to retain and employ (a) Saul Ewing LLP, as their bankruptcy counsel [D.I. 142], (b) Sherwood Partners, Inc., as their financial advisor [D.I. 150], (c) Sage Popovich, Inc., as their sales agent [D.I. 143], and (d) Stretto, Inc., as their claims and noticing agent [D.I. 31] and administrative advisor [D.I. 147].

5.5 Formation and Representation of the Committee

On February 11, 2026, the United States Trustee appointed the Committee [D.I. 57]. The members of the Committee are, as of the date hereof: Intelsat Inflight LLC and Regent Aerospace Corp. Pursuant to orders dated March 20, 2026, the Bankruptcy Court authorized the Committee to retain and employ (a) Lowenstein Sandler LLP, as counsel [D.I. 186] and (b) Morris James LLP, as Delaware counsel [D.I. 187].

5.6 Sales of Substantially All the Debtors' Assets

The Debtors filed the chapter 11 cases to sell substantially all their assets free and clear of liabilities under section 363 of the Bankruptcy Code. As of the Petition Date, the Debtors' assets consisted primarily of (a) three Boeing 757 aircraft (two aircraft with engines and one airframe), (b) various aircraft spare parts and equipment, (c) the FAA Certificate and DOT Certificate, both issued to Debtor NPA, (d) the Domain Name, and (e) ownership interests in Aleutian Airways LLC. On January 28, 2026, the Debtors filed the Sale Motion seeking, among other things, approval of the sale(s) of their assets free and clear of all Liens, claims, encumbrances and other interests.

On February 25, 2026, the Bankruptcy Court entered the Bidding Procedures Order approving the Debtors' proposed bidding procedures and establishing certain dates and deadlines related to the sale process. In accordance with the Bidding Procedures Order, the Debtors held an auction on March 20, 2026. At the conclusion of the Auction, the Debtors announced the successful bidders with the purchase prices listed below for the specified assets:

Asset	Successful Bidder (Purchase Price)
Aircraft N627NP Serial No. 27808 and Accompanying Engines	Elevate Aviation Group, LLC (\$4,000,000) ³
Aircraft N628NP Serial No. 27809 and Accompanying Engines	Elevate Aviation Group, LLC (\$7,000,000)
Aircraft N629NP Serial No. 27810	AMTRA Aero Component Solutions, LLC (\$1,100,000)
Aircraft Spare Parts	Wexford Capital, LP (\$1,000,000)
Equity Interests in New Pacific Airlines, Inc.	Owners Jet, LLC (\$3,100,000)
Equity Interests in Aleutian Airways LLC (held by Debtors FLOAT Alaska LLC and New Pacific Airlines, Inc.)	Jones Holding LLC (Credit Bid of \$7,179,866.20) ⁴

On March 27, 2026, the Bankruptcy Court entered the Omnibus Sale Order approving the sales to Elevate Aviation Group, LLC, AMTRA Aero Component Solutions, LLC, and Jones Holding LLC. On April 20, 2026, the Bankruptcy Court entered the Wexford Sale Order.

The sales to the following Purchasers closed on the following dates: (i) AMTRA Aero Component Solutions, LLC closed on April 10, 2026; (ii) Wexford Capital, LP closed on April 22, 2026; and (iii) Elevate Aviation Group, LLC closed on May 11, 2026. The Debtors expect the sale to Jones Holding LLC to close on or before May 31, 2026.

In accordance with the Sale Orders, the Debtors will apply the net cash proceeds of the sales as follows: (a) the net cash proceeds from the sale of the aircraft spare parts to Wexford Capital, LP shall be applied first to satisfy the outstanding DIP Term Loans and second, the remaining proceeds shall be applied to the Roll Up Loans; (b) \$4,907,500 of the cash proceeds from the Sales of the aircraft and accompanying engines and airframe will be applied to reduce the outstanding obligations under the Aircraft Prepetition Loans; and (c) \$7,000,000 of the cash

³ To resolve a dispute over whether certain assets were included among the assets purchased pursuant to this sale, the Debtors, after consultation with the Consultation Parties (as defined in the Bidding Procedures Order) agreed to a purchase price reduction of \$25,000 for the sale of Aircraft N627NP.

⁴ This credit bid has been reduced upon agreement of the Debtors, Jones Holding LLC and the Committee to \$5,771,407, inclusive of (a) \$3,973,930.92 in secured obligations arising from the Jones Prepetition Loans and (b) \$1,797,476.08 in Roll Up Loans. The difference between the original credit bid and the reduced credit bid that makes up a portion of the Jones Deficiency Claim shall be excluded when determining the pro rata distributions of Holders of Allowed General Unsecured Claims in Class 6 and shall not be repaid until payment in full of all Allowed General Unsecured Claims in Class 6.

proceeds from the sales will be held by the Debtors in a segregated account, which will constitute the Prepetition Lender's cash collateral and will not be used by the Debtors or the Estates without further order of the Bankruptcy Court.

Following the sales of the Debtors' physical assets to the Purchasers, the Debtors have focused on liquidating the remaining assets and maximizing value for the Reorganization Assets. The Debtors' remaining Assets are the cash proceeds from the Sales, Causes of Action, the Domain Name and the FlyCoin token platform. The Debtors also have the Reorganization Assets. This Plan provides for the Reorganization Assets to vest in Reorganized NPA free and clear of all Liens, Claims, encumbrances and Interests. The Plan Sponsor will make the Plan Sponsor Contribution in exchange for the New Equity Interests of Reorganized NPA. The Debtors' remaining Assets and the Plan Sponsor Contribution will then be distributed to Holders of Allowed Claims in accordance with the terms of this Plan.

5.7 Bar Dates Pursuant to the Bar Date Order

On February 19, 2026, the Debtors filed the Bar Date Motion and on March 5, 2026, the Bankruptcy Court entered the Bar Date Order. Pursuant to the Bar Date Order, the Bankruptcy Court established the following Bar Dates:

- (i) General Bar Date: **April 6, 2026, at 11:59 p.m. (prevailing Eastern Time)** as the deadline for each person or entity, including individuals, partnerships, corporations, joint ventures, trusts, but not including Governmental Units, to File a Proof of Claim in respect of a prepetition Claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtors, including, for the avoidance of doubt, Secured Claims, 503(b)(9) Claims, unsecured priority claims, and unsecured non-priority claims;
- (ii) Government Bar Date: **July 27, 2026**, is the statutory deadline for Governmental Units to File a Proof of Claim in respect of a prepetition claim against the Debtors;
- (iii) First Administrative Claims Bar Date: **April 6, 2026, at 11:59 p.m. (prevailing Eastern Time)** is the deadline for each person or entity that asserts a request for payment of Administrative Claims arising between the Petition Date and March 9, 2026, excluding claims for professional fees and expenses in these cases;
- (iv) Amended Schedules Bar Date: the later of (i) the General Bar Date or the Government Bar Date, as applicable, or (ii) **5:00 p.m. (prevailing Eastern Time)** on the date that is 30 days from the date on which the Debtors provide notice of a previously unfiled Schedule or an amendment or supplement to the Schedules as the deadline by which claimants holding claims affected by such filing, amendment or supplement must file Proofs of Claim with respect to such claim; and
- (v) Rejection Damages Bar Date: the later of (i) the General Bar Date or the Government Bar Date, as applicable, or (ii) **5:00 p.m. (prevailing Eastern Time)** on the date that is 30 days following service of an order approving rejection of any executory contract or unexpired lease of the Debtors as the deadline by which

claimants asserting claims resulting from the Debtors' rejection of an executory contract or unexpired lease must file Proofs of Claim for damages arising from such rejection.

5.8 FLOAT Alaska Real Estate LLC

Non-debtor FLOAT Alaska Real Estate LLC ("FARE") is the wholly-owned subsidiary of Debtor FLOAT. FARE is also a guarantor under the DIP Credit Agreement. FARE owns a hanger and adjacent building in Anchorage, Alaska, and is in the process of negotiating the sale of its real property. There is currently no anticipated closing date for the sale of the real property. The net proceeds from any sale will be used to first pay FARE's creditors, including Jones Holding LLC (FARE's secured lender).

Debtor FLOAT's equity in FARE is Prepetition Collateral pursuant to that certain Pledge Agreement between FLOAT and Jones Holding LLC, dated September 29, 2025. On the Effective Date, FLOAT's equity interests in FARE shall be surrendered to the DIP Lender in partial satisfaction of the Prepetition Lender's Allowed Jones Holding Secured Claim, any adequate protection claim arising under the DIP Order, and any claim arising under section 507(b) of the Bankruptcy Code, up to an amount equal to the net sale proceeds of any sale of the underlying real property owned by FARE. The DIP Lender shall provide the Committee (and after the Effective Date, the Liquidating Trustee) (i) promptly following receipt or notice thereof, copies of any bona fide offers received for real property and any other material updates, (ii) any other information reasonably requested related to the marketing or sale of the real property, and (iii) an accounting of the proceeds of the sale(s) of FARE's real property as soon as reasonably practicable after the sale closing.

5.9 Adversary Proceeding

On April 13, 2026, Bischoff Aerospace, Inc. ("Bischoff") and Associated Energy Group, LLC ("AEG"), commenced an adversary proceeding against Jones Holding LLC and Josh Jones. Adv. Proc. No. 26-50235 (CTG). The adversary complaint asserts a single count for equitable subordination of Jones Holding LLC's Claims against the Estates to those of Bischoff and AEG. The deadline to answer or otherwise respond to the adversary complaint is May 28, 2026.

VI. CONFIRMATION AND VOTING PROCEDURES

6.1 Confirmation Procedure

On May 14, 2026, the Bankruptcy Court entered the Interim Approval and Procedures Order conditionally approving the combined Disclosure Statement and Plan for solicitation purposes only and authorizing the Debtors to solicit votes to accept or reject the Plan. The Bankruptcy Court has fixed May 11, 2026 as the "Voting Record Date." Only holders of Claims on the Voting Record Date and certain other parties specified by the Bankruptcy Court are entitled to receive a copy of this Combined Disclosure Statement and Plan and related materials.

After carefully reviewing this Combined Disclosure Statement and Plan, including the attached exhibits, please indicate your acceptance or rejection of the Plan by voting for or against the Plan on the enclosed Ballot (if applicable) and return the same to the Voting Agent, in

accordance with the instructions set forth on the Ballot no later than the Voting Deadline of June 8, 2026. Please also indicate on your Ballot (if applicable) whether you elect to opt out of the releases contained in section 11.8 of this Plan. You will be bound by the Plan if it is accepted by the requisite holders of Claims even if you do not vote to accept the Plan or you are the holder of an Unimpaired Claim.

6.2 Objections to Confirmation/Confirmation Hearing

The Bankruptcy Court has scheduled a Confirmation Hearing commencing on **June 18, 2026 at 10:00 a.m. (prevailing Eastern Time)** to consider (a) final approval of the combined Disclosure Statement and Plan as providing adequate information pursuant to section 1125 of the Bankruptcy Code and (b) confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code. The Confirmation Hearing may be adjourned from time to time by the Debtors without further notice, except for an announcement of the adjourned date made at the Confirmation Hearing or by filing a notice with the Bankruptcy Court.

The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan be filed and served on or before **June 8, 2026 at 4:00 p.m. (prevailing Eastern Time)**. Unless an objection is timely Filed and served, it may not be considered by the Bankruptcy Court at the Confirmation Hearing.

6.3 Requirements for Confirmation

The Bankruptcy Court will confirm the Plan only if it meets all the applicable requirements of section 1129 of the Bankruptcy Code. Among other requirements, the Plan (a) must be accepted by all Impaired Classes of Claims or Interests or, if rejected by an Impaired Class, the Plan must not “discriminate unfairly” against, and be “fair and equitable” with respect to, such Class; and (b) must be feasible. The Bankruptcy Court must also find that: (i) the Plan has classified Claims and Interests in a permissible manner; (ii) the Plan complies with the technical requirements of chapter 11 of the Bankruptcy Code; and (iii) the Plan has been proposed in good faith.

6.4 Classification of Claims and Interests against the Debtors

Section 1123 of the Bankruptcy Code provides that a plan must classify the claims and interests of a debtor’s creditors and equity interest holders. In accordance with section 1123 of the Bankruptcy Code, the Plan divides Claims and Interests into Classes and sets forth the treatment for each Class (other than those claims which, pursuant to section 1123(a)(1) of the Bankruptcy Code, need not be and have not been classified). The Debtors also are required, under section 1122 of the Bankruptcy Code, to classify Claims and Interests into Classes that contain Claims or Interests that are substantially similar to the other Claims or Interests in such Class.

The Bankruptcy Code also requires that a plan provide the same treatment for each claim or interest of a particular class unless the claim holder or interest holder agrees to a less favorable treatment of its claim or interest. The Debtors believe that the Plan complies with such standard. If the Bankruptcy Court finds otherwise, however, it could deny confirmation of the Plan if the Holders of Claims or Interests affected do not consent to the treatment afforded them under the Plan.

A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. A Claim also is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released or otherwise settled prior to the Effective Date.

The Debtors believe that the Plan has classified all Claims and Interests in compliance with the provisions of section 1122 of the Bankruptcy Code and applicable case law.

It is possible that a Holder of a Claim or Interest may challenge the Debtors' classification of Claims or Interests and that the Bankruptcy Court may find that a different classification is required for the Plan to be confirmed. If this occurs, the Debtors intend, in accordance with the terms of the Plan, to make such modifications to the Plan as may be necessary to permit its confirmation. Any such reclassification could adversely affect holders of Claims by changing the composition of one or more Classes and the vote required of such Class or Classes for approval of the Plan.

EXCEPT AS SET FORTH IN THE PLAN, UNLESS SUCH MODIFICATION OF CLASSIFICATION MATERIALLY ADVERSELY AFFECTS THE TREATMENT OF A HOLDER OF A CLAIM AND REQUIRES RESOLICITATION, ACCEPTANCE OF THE PLAN BY ANY HOLDER OF A CLAIM PURSUANT TO THIS SOLICITATION WILL BE DEEMED CONSENT TO THE PLAN'S TREATMENT OF SUCH HOLDER OF A CLAIM REGARDLESS OF THE CLASS TO WHICH SUCH HOLDER ULTIMATELY IS DEEMED A MEMBER.

The amount of any Impaired Claim that ultimately is Allowed by the Bankruptcy Court may vary from any estimated Allowed amount of such Claim and, accordingly, the total Claims that are ultimately Allowed by the Bankruptcy Court with respect to each Impaired Class of Claims may also vary from any estimates contained herein with respect to the aggregate Claims in any Impaired Class. Thus, the actual recovery ultimately received by a particular Holder of an Allowed Claim may be adversely or favorably affected by the aggregate amount of Claims Allowed in the applicable Class. Additionally, any changes to the assumptions underlying the estimated Allowed amounts could result in material adjustments to recovery estimates provided herein or the actual distribution received by creditors. The projected recoveries are based on information available to the Debtors as of the date hereof and reflect the Debtors' views as of the date hereof only.

The classification of Claims and Interests and the nature of distributions to members of each Class are summarized herein. The Debtors believe that the consideration, if any, provided under the Plan to holders of Claims reflects an appropriate resolution of their Claims taking into account the differing nature and priority (including contractual subordination, if any) of such Claims and Interests. The Bankruptcy Court must find, however, that a number of statutory tests are met before it may confirm the Plan. Many of these tests are designed to protect the interests of Holders of Claims or Interests who are not entitled to vote on the Plan, or do not vote to accept the Plan, but who will be bound by the provisions of the Plan if it is confirmed by the Bankruptcy Court.

6.5 Impaired Claims or Interests.

Pursuant to the provisions of the Bankruptcy Code, only classes of claims or interests that are Impaired under a plan may vote to accept or reject such plan. Generally, a claim or interest is Impaired under a plan if the holder's legal, equitable or contractual rights are changed under such plan. In addition, if the holders of claims or interests in an Impaired Class do not receive or retain any property under a plan on account of such claims or interests, such Impaired Class is deemed to have rejected such plan under section 1126(g) of the Bankruptcy Code and, therefore, such holders are not entitled to vote on such plan.

Under the Plan, only Holders of Claims in Classes 3, 4, 5 and 6 are Impaired and are entitled to vote on the Plan. Under the Plan, Holders of Claims or Interests in Classes 7, 8, 9A and 9B are Impaired and will not receive or retain any property under the Plan on account of such Claims or Interests and, therefore, are not entitled to vote on the Plan and deemed to reject the Plan. Under the Plan, Holders of Claims in Classes 1 and 2 are Unimpaired and, therefore, not entitled to vote on the Plan and are deemed to accept the Plan.

6.6 Confirmation Without Necessary Acceptances; Cramdown

In the event that any Impaired Class of claims or interests does not accept a plan, a debtor nevertheless may move for confirmation of the plan. A plan may be confirmed, even if it is not accepted by all Impaired Classes, if the plan has been accepted by at least one Impaired Class of claims, and the plan meets the "cramdown" requirements set forth in section 1129(b) of the Bankruptcy Code. Section 1129(b) of the Bankruptcy Code requires that a court find that a plan (a) "does not discriminate unfairly" and (b) is "fair and equitable," with respect to each nonaccepting Impaired Class of claims or interests. Here, because holders of Claims and Interests in Classes 7, 8, 9A and 9B are deemed to reject the Plan, the Debtors will seek confirmation of the Plan from the Bankruptcy Court by satisfying the "cramdown" requirements set forth in section 1129(b) of the Bankruptcy Code. The Debtors believe that such requirements are satisfied, in part, as no Holder of a Claim or Interest junior to those in Classes 7, 8, 9A and 9B will receive any property under the Plan.

A plan does not "discriminate unfairly" if (a) the legal rights of a nonaccepting class are treated in a manner that is consistent with the treatment of other classes whose legal rights are similar to those of the nonaccepting class and (b) no class receives payments in excess of that which it is legally entitled to receive for its claims or interests, provided that a debtor may be afforded wide latitude for separately classifying and treating claims of the same priority based on, among other factors, the differing factual or legal nature or attributes of the claims or their holders. The Debtors believe that, under the Plan, all Impaired Classes of Claims or Interests are treated in a manner that is consistent with the treatment of other Classes of Claims or Interests that are similarly situated, if any, when taking into account the nature and attribute of such Claims and Interests and their Holders, and no Class of Claims or Interests will receive payments or property with an aggregate value greater than the aggregate value of the Allowed Claims or Allowed Interests in such Class. Accordingly, the Debtors believe that the Plan does not discriminate unfairly as to any Impaired Class of Claims or Interests.

The Bankruptcy Code provides a nonexclusive definition of the phrase “fair and equitable.” In order to determine whether a plan is “fair and equitable,” the Bankruptcy Code establishes “cram down” tests for secured creditors, unsecured creditors and equity holders, as follows:

- (a) Secured Creditors. Either (i) each Impaired secured creditor retains its liens securing its secured claim and receives on account of its secured claim deferred Cash payments having a present value equal to the amount of its allowed secured claim, (ii) each Impaired secured creditor realizes the “indubitable equivalent” of its allowed secured claim or (iii) the property securing the claim is sold free and clear of liens with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds to be as provided in clause (i) or (ii) above.
- (b) Unsecured Creditors. Either (i) each Impaired unsecured creditor receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.
- (c) Equity Interests. Either (i) each holder of an equity interest will receive or retain under the plan property of a value equal to the greatest of the fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled or the value of the interest or (ii) the holder of an interest that is junior to the nonaccepting class will not receive or retain any property under the plan.

The Debtors believe that the distributions provided under the Plan satisfy the absolute priority rule, where required. The Existing Equity Interests will be canceled and, in the case of Debtor NPA reissued to a third party in exchange for new value, and therefore the absolute priority rule is not implicated because Holders of Existing Equity Interests are not receiving or retaining any value under the Plan on account of such Existing Equity Interests. The Debtors will be prepared to meet their burden to establish that the Plan can be confirmed pursuant to section 1129(b) of the Bankruptcy Code as part of confirmation of the Plan.

6.7 Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that confirmation of a plan not be likely to be followed by liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors (unless such liquidation or reorganization is proposed in the Plan). Inasmuch as the Debtors’ principal assets have been liquidated and the Plan provides for the distribution of the proceeds of the Debtors’ assets to Holders of Claims that are Allowed as of the Effective Date in accordance with the Plan, for purposes of this test, the Debtors have analyzed the ability of the Liquidating Trustee to meet its obligations under the Plan. Based on the Debtors’ analysis, the Liquidating Trustee will have sufficient assets to accomplish its tasks under the Plan.

In addition, the sources of the Distributions to Holders of Allowed Claims are independent of the success of Reorganized NPA. Therefore, the Debtors believe that the Plan will meet the feasibility requirements of the Bankruptcy Code. As necessary, the Debtors will be prepared to demonstrate that the Plan satisfies section 1129(a)(11) as part of confirmation of the Plan.

6.8 Best Interests Test and Liquidation Analysis

Even if a plan is accepted by the holders of each class of claims and interests, the Bankruptcy Code requires a court to determine that such plan is in the best interests of all holders of claims or interests that are Impaired by that plan and that have not accepted the plan. The “best interests” test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires a court to find either that all members of an Impaired Class of claims or interests have accepted the plan or that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to holders of each Impaired Class of claims and interests if the debtor was liquidated under chapter 7, a court must first determine the aggregate dollar amount that would be generated from the debtor’s assets if its chapter 11 case were converted to a chapter 7 case under the Bankruptcy Code. To determine if a plan is in the best interests of each Impaired Class, the present value of the distributions from the proceeds of a liquidation of the debtor’s unencumbered assets and properties, after subtracting the amounts attributable to the costs, expenses and administrative claims associated with a chapter 7 liquidation, must be compared with the value offered to such Impaired Classes under the plan. If the hypothetical liquidation distribution to holders of claims or interests in any Impaired Class is greater than the distributions to be received by such parties under the plan, then such plan is not in the best interests of the holders of claims or interests in such Impaired Class.

The Debtors believe that the Plan provides a greater recovery for Holders of Allowed Claims for several reasons. First, the Plan allows for the monetization of the Reorganization Assets that will result in a further benefit to the Estates and the Debtors’ creditors. Second, the costs of liquidation under chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as the costs of counsel and other professionals retained by the trustee. The Debtors believe such amount would exceed the amount of expenses that would be incurred in implementing the Plan. Conversion also would likely delay the liquidation process and ultimate distribution of the Debtors’ remaining Assets. The Estates would also be obligated to pay all unpaid expenses incurred by the Debtors during the chapter 11 cases (such as compensation for professionals) that are allowed in the chapter 7 case. Accordingly, the Debtors believe that holders of Allowed Claims would receive less than anticipated under the Plan if the chapter 11 cases were converted to chapter 7 cases, and therefore, the classification and treatment of Claims and Interests in the Plan complies with section 1129(a)(7) of the Bankruptcy Code. Attached hereto as **Exhibit A** is a hypothetical chapter 7 liquidation analysis.

6.9 Acceptance of the Plan

The rules and procedures governing eligibility to vote on the Plan, solicitation of votes, and submission of ballots are set forth in the Interim Approval and Procedures Order.

For the Plan to be accepted by an Impaired Class of Claims, a majority in number and two-thirds in dollar amount of the Claims voting in such Class must vote to accept the Plan. At least one Voting Class, excluding the votes of Insiders, must vote to accept the Plan.

IF YOU ARE ENTITLED TO VOTE ON THE PLAN, YOU ARE URGED TO COMPLETE, DATE, SIGN AND PROMPTLY MAIL THE BALLOT YOU RECEIVE. PLEASE BE SURE TO COMPLETE THE BALLOT PROPERLY AND LEGIBLY AND TO IDENTIFY THE EXACT AMOUNT OF YOUR CLAIM AND THE NAME OF THE HOLDER. IF YOU ARE A HOLDER OF A CLAIM ENTITLED TO VOTE ON THE PLAN AND YOU DID NOT RECEIVE A BALLOT, YOU RECEIVED A DAMAGED BALLOT OR YOU LOST YOUR BALLOT OR IF YOU HAVE ANY QUESTIONS CONCERNING THE PLAN OR PROCEDURES FOR VOTING ON THE PLAN, PLEASE CONTACT THE CLAIMS AGENT VIA EMAIL AT TEAMFLOOTALASKA@STRETTO.COM.

VII. CERTAIN RISK FACTORS TO BE CONSIDERED BEFORE VOTING

THE PLAN AND ITS IMPLEMENTATION ARE SUBJECT TO CERTAIN RISKS, INCLUDING, BUT NOT LIMITED TO, THE RISK FACTORS SET FORTH BELOW. HOLDERS OF CLAIMS WHO ARE ENTITLED TO VOTE ON THE PLAN SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS, AS WELL AS THE OTHER INFORMATION SET FORTH IN THE PLAN AND THE DOCUMENTS DELIVERED TOGETHER HERewith OR REFERRED TO OR INCORPORATED BY REFERENCE HEREIN, BEFORE DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. THESE FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION.

7.1 The Plan May Not Be Accepted

The Debtors can make no assurances that the requisite acceptances to the Plan will be received, and the Debtors may need to obtain acceptances to an alternative plan of reorganization or liquidation for the Debtors, or otherwise, that may not have the support of the creditors and/or may be required to liquidate the Estates under chapter 7 of the Bankruptcy Code. There can be no assurance that the terms of any such alternative restructuring arrangement or plan would be similar to or as favorable to creditors as those proposed in the Plan.

7.2 The Plan May Not Be Confirmed

Even if the Debtors receive the requisite acceptances, there is no assurance that the Bankruptcy Court will confirm the Plan. Even if the Bankruptcy Court determined that the combined Disclosure Statement and Plan and the balloting procedures and results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it finds that any of the statutory requirements for confirmation have not been met. Moreover, there can be no assurance that modifications to the combined Disclosure Statement and Plan will not be required for Confirmation or that such modifications would not necessitate the resolicitation of votes. If the Plan is not confirmed, it is unclear what distributions Holders of Claims or Interests ultimately

would receive with respect to their Claims or Interests in a subsequent plan of reorganization or liquidation.

7.3 Distributions to Holders of Allowed Claims under the Plan May Be Inconsistent with Projections

Projected distributions are based upon good faith estimates of the total amount of Claims ultimately Allowed and the funds available for distribution. There can be no assurance that the estimated Claim amounts set forth in the Plan are correct. These estimated amounts are based on certain assumptions with respect to a variety of factors, including the amount and value of assets available for Distribution and the number and value of Claims ultimately Allowed in these cases. Both the actual amount of Allowed Claims in a particular Class and the funds available for distribution to such Class may differ from the Debtors' estimates. If the total amount of Allowed Claims in a Class is higher than the Debtors' estimates, or the funds available for distribution to such Class are lower than the Debtors' estimates, the percentage recovery to Holders of Allowed Claims in such Class will be less than projected.

7.4 Objections to Classification of Claims

Section 1122 of the Bankruptcy Code requires that the Plan classify Claims and Interests. The Bankruptcy Code also provides that the Plan may place a Claim or Interest in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests of such Class. The Debtors believe that all Claims and Interests have been appropriately classified in the Plan. To the extent that the Bankruptcy Court finds that a different classification is required for the Plan to be confirmed, the Debtors would seek to (i) modify the Plan to provide for whatever classification might be required for Confirmation and (ii) use the acceptances received from any Holder of Claims pursuant to this solicitation for the purpose of obtaining the approval of the Class or Classes of which such Holder ultimately is deemed to be a member. Any such reclassification of Claims, although subject to the notice and hearing requirements of the Bankruptcy Code, could adversely affect the Class in which such Holder was initially a member, or any other Class under the Plan, by changing the composition of such Class and the vote required for approval of the Plan. There can be no assurance that the Bankruptcy Court, after finding that a classification was inappropriate and requiring a reclassification, would approve the Plan based upon such reclassification. Except to the extent that modification of classification in the Plan requires resolicitation, the Debtors will, in accordance with the Bankruptcy Code and the Bankruptcy Rules, seek a determination by the Bankruptcy Court that acceptance of the Plan by any Holder of Claims pursuant to this solicitation will constitute a consent to the Plan's treatment of such Holder, regardless of the Class as to which such Holder is ultimately deemed to be a member. The Debtors believe that they would be required to resolicit votes for or against the Plan only when a modification adversely affects the treatment of the Claim or Interest of any Holder.

The Bankruptcy Code also requires that the Plan provide the same treatment for each Claim or Interest of a particular Class unless the Holder of a particular Claim or Interest agrees to a less favorable treatment of its Claim or Interest. The Debtors believe that the Plan complies with the requirement of equal treatment. To the extent that the Bankruptcy Court finds that the Plan does not satisfy such requirement, the Bankruptcy Court could deny confirmation of the Plan. Issues or

disputes relating to classification and/or treatment could result in a delay in the confirmation and consummation of the Plan and could increase the risk that the Plan will not be consummated.

7.5 Failure to Consummate the Plan

The Plan provides for certain conditions that must be satisfied (or waived) prior to Confirmation and for certain other conditions that must be satisfied (or waived) prior to the Effective Date. As of the date of the Plan, there can be no assurance that any or all the conditions in the Plan will be satisfied (or waived). Accordingly, there can be no assurance that the Plan will be confirmed by the Bankruptcy Court. Further, if the Plan is confirmed, there can be no assurance that the Plan will be consummated.

7.6 Allowance of Claims May Substantially Dilute the Recovery to Holders of Claims under the Plan

There can be no assurance that the estimated Claim amounts set forth in the Plan are correct, and the actual Allowed amounts of Claims may differ from the estimates. The estimated amounts are based on certain assumptions with respect to a variety of factors. Should these underlying assumptions prove incorrect, the actual Allowed amounts of Claims may vary from those estimated herein, thereby materially reducing the recovery to the Holders of Class 4, 5 and 6 Claims under the Plan.

7.7 Plan Releases May Not Be Approved

There can be no assurance that the releases, as provided in Article XI of the Plan, will be granted. Failure of the Bankruptcy Court to grant such relief may result in a plan of reorganization that differs from the Plan or the Plan not being confirmed.

7.8 The Reorganization Transaction May Fail to Close

The Debtors can make no assurances that the Reorganization Transaction to be consummated will close. The Plan Sponsor's delay in or failure to consummate the proposed transaction may delay consummation of the Plan, or may result in a plan of reorganization or liquidation that differs materially from the Plan. Additionally, to the extent that regulatory or governmental approvals are required, the Debtors make no assurances that such approvals will be obtained. Failing to obtain required approvals may delay consummation of the Plan, or may result in a plan of reorganization or liquidation that differs materially from the Plan and/or the loss of value of the Reorganization Assets.

7.9 Certain Tax Considerations

There are a number of material income tax considerations, risks and uncertainties associated with the plan of reorganization of the Debtors described in this combined Disclosure Statement and Plan.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. NOTHING HEREIN SHALL CONSTITUTE TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A HOLDER'S

PARTICULAR CIRCUMSTANCES. ACCORDINGLY, HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS ABOUT THE UNITED STATES FEDERAL, STATE AND LOCAL, AND APPLICABLE FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN.

VIII. TREATMENT OF CLAIMS

8.1 Unclassified Claims

Pursuant to section 1126(f) of the Bankruptcy Code, Holders of Unimpaired Claims are conclusively presumed to have accepted this Plan. The Holders of Administrative Claims, Fee Claims, DIP Claims, and Priority Tax Claims are not Impaired under this Plan.

i. **Administrative Claims.** Unless otherwise agreed to by the Holder of an Allowed Administrative Claim, each Holder of an Allowed Administrative Claim (other than Holders of Fee Claims, DIP Claims and Claims for U.S. Trustee Fees) will receive in full and final satisfaction of its Administrative Claim an amount of Cash equal to the Allowed amount of such Administrative Claim either: (a) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (b) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order Allowing such Administrative Claim becomes a Final Order; (c) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim; (d) at such time as may be agreed upon by (i) if before the Effective Date, such Holder and the Debtors or (ii) if after the Effective Date, such Holder and the Liquidating Trustee; or (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

Holders of Administrative Claims accruing from March 10, 2026, through the Effective Date, other than Holders of Fee Claims, DIP Claims, and Claims for U.S. Trustee Fees, must File with the Claims Agent and serve on the Liquidating Trustee requests for payment, in writing, together with supporting documents, substantially complying with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, so as to be actually received on or before the Final Administrative Claim Bar Date. Any Person or Entity that is required to timely File such Claim but fails to do so shall not receive a distribution in these chapter 11 cases on account of such Claim. The notice of Confirmation to be delivered pursuant to Bankruptcy Rules 2002(c)(3) and 2002(f) shall set forth the Final Administrative Claim Bar Date and shall constitute notice of such Bar Date.

For the avoidance of doubt, (i) the deadline for Filing requests for payment of 503(b)(9) Claims is the General Bar Date and (ii) the deadline for Filing requests for payment of Administrative Claims that arose between the Petition Date through and including March 9, 2026, is the First Administrative Claim Bar Date, and neither deadline is extended by this Combined Disclosure Statement and Plan nor the Confirmation Order.

With respect to U.S. Trustee Fees, all fees due and payable to the U.S. Trustee pursuant to section 1930 of Title 28 of the United States Code (“Quarterly Fees”) before the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, (i) the Liquidating Trust shall be liable and shall pay all Quarterly Fees accruing from and after the Effective Date until the earliest to occur of the Debtors’ cases being converted to cases under chapter 7 of the Bankruptcy Code, dismissed, or closed; and (ii) the Liquidating Trustee shall file quarterly reports when they become due, in a form reasonably acceptable to the U.S. Trustee. The U.S. Trustee shall not be required to file a request for payment of its Quarterly Fees, which shall be deemed an Administrative Claim against the Debtors and their Estates.

ii. **Fee Claims.** All requests for payment of Fee Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be Filed and served in accordance with the Interim Compensation Procedures Order by the date that is 30 days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code. If an application for a Fee Claim is not Filed within 30 days after the Effective Date, such Fee Claim shall be deemed waived and the Holder of such Claim shall be forever barred from receiving payment on account thereof. The notice of Confirmation to be delivered pursuant to Bankruptcy Rules 2002(c)(3) and 2002(f) shall set forth the deadline to File requests for payment of Fee Claims.

The Professionals shall provide a reasonable and good-faith estimate of their fees and expenses incurred in rendering services before and as of the Effective Date projected to be outstanding as of the Effective Date, and shall deliver such estimate to the Debtors no later than five days before the anticipated Effective Date; provided, however, that such estimate shall not be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of the Professional’s final request for payment of Fee Claims and such Professionals are not bound to any extent by the estimates. If a Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional. The total aggregate amount so estimated as of the Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account.

As soon as is reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors shall fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount; provided, however, that the Professional Fee Escrow Account shall be funded in accordance with the Revised DIP Budget. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals and for no other Entities until all Fee Claims Allowed by the Bankruptcy Court have been indefeasibly paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, claims, or interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. Funds held in the Professional Fee Escrow Account shall not be considered property of the Debtors’ Estates or the Wind-Down Estates, the Liquidating Trust or Reorganized NPA.

The amount of Fee Claims owing to the Professionals shall be paid in Cash to such Professionals from the funds held in the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by an order of the Bankruptcy Court;

provided that the Debtors' and the Liquidating Trust's obligations to pay Allowed Professional Fee Claims shall not be limited nor be deemed limited to funds held in the Professional Fee Escrow Account. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall promptly be paid to the Liquidating Trust to be Distributed in accordance with the terms of this Plan without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

Notwithstanding any other provision of this Plan, the aggregate amount of Fee Claims of the Committee's Professionals incurred as of the Effective Date for the budgeted period set forth in the Revised DIP Budget shall not exceed the amount set forth in the Revised DIP Budget for Committee professional fees; *provided, however*, that any fees incurred by the Committee prior to the Effective Date that are in excess of the amounts set forth in the Revised DIP Budget shall be deferred and satisfied from the proceeds of the Liquidating Trust Assets, subject to section 10.2 hereof and, for the avoidance of doubt, no other Fee Claims shall be paid from the proceeds of the Liquidating Trust Assets.

iii. **DIP Claims.** As of the Effective Date, the DIP Claims shall be Allowed and deemed to be Allowed Claims in the full amount outstanding under the DIP Credit Agreement. Except to the extent that the DIP Lender agrees to a less favorable treatment, in full and final satisfaction of such Allowed DIP Claim, the DIP Lender shall receive in Cash in an amount equal to the unpaid portion of such Allowed DIP Claim on the Effective Date or as soon as reasonably practicable thereafter. Upon the indefeasible payment or satisfaction in full of the Allowed DIP Claims in accordance with the terms of this Plan, or other such treatment as contemplated by this paragraph, on the Effective Date all Liens and security interests granted to secure such obligations shall be automatically terminated and of no further force and effect without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

iv. **Priority Tax Claims.** Unless otherwise agreed to by the Holder of an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim will receive in full and final satisfaction of such Allowed Priority Tax Claim Cash in an amount equal to the unpaid portion of such Allowed Priority Tax Claim either: (a) if a Priority Tax Claim is Allowed on or prior to the Effective Date, on the Effective Date by the Debtors; (b) if such Priority Tax Claim is not Allowed as of the Effective Date, no later than 45 days after the date on which an order Allowing such Tax Claim becomes a Final Order; (c) at such time as may be agreed upon by (i) if prior to the Effective Date, such Holder and the Debtors or (ii) if after the Effective Date, such Holder and the Liquidating Trustee; or (d) at such time and upon such terms as set forth in an order of the Bankruptcy Court; *provided, however*, that all Allowed Priority Tax Claims that are not due and payable on or before the Effective Date shall be paid by the Liquidating Trust in the ordinary course as they become due. Any Claim or demand for any penalty (a) will be subject to treatment as a General Unsecured Claim, if and to the extent it is an Allowed Claim, and (b) the Holder of an Allowed Priority Tax Claim shall not assess or attempt to collect such amounts from the Debtors, the Estates, the Wind-Down Estates, Reorganized NPA, the Liquidating Trust, or the Liquidating Trustee, as applicable, except as a General Unsecured Claim, if and to the extent it is an Allowed Claim.

8.2 Classified Claims and Interests.

The Claims in Classes 1 and 2 are Unimpaired, conclusively deemed to accept the Plan and are not entitled to vote on the Plan. The Claims in Classes 3, 4, 5 and 6 are Impaired and entitled to vote to accept or reject this Plan. Holders of Claims or Interests in Classes 7, 8, 9A and 9B are conclusively deemed to reject the Plan and, therefore, are not entitled to vote on the Plan.

i. **Class 1: Other Priority Claims.** Unless otherwise agreed to by the Holder of an Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim will receive an amount of Cash equal to the unpaid portion of such Allowed Other Priority Claim either: (a) if an Other Priority Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter; (b) if such Other Priority Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order Allowing such Other Priority Claim becomes a Final Order; (c) at such time as may be agreed upon by (i) if prior to the Effective Date, such Holder and the Debtors or (ii) if after the Effective Date, such Holder and the Liquidating Trustee; or (d) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

ii. **Class 2: Other Secured Claims.** Except to the extent that a Holder of an Allowed Secured Claim agrees to different treatment, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Secured Claim becomes an Allowed Claim, or as soon thereafter as is reasonably practicable, each Holder of an Allowed Secured Claim will receive, on account of such Allowed Claim, (a) Cash in an amount equal to the Allowed amount of such Claim; (b) reinstatement of such Holder's Allowed Secured Claim; (c) such other treatment sufficient to render such Holder's Allowed Secured Claim Unimpaired; or (d) return of the applicable collateral in satisfaction of the Allowed amount of such Secured Claim.

iii. **Class 3: Jones Holding Secured Claims.** On the Effective Date, the Jones Holding Secured Claims shall be deemed Allowed in the amount up to the Prepetition Lender Secured Obligations, as defined in the DIP Order, to the extent of the value of the Prepetition Collateral. Except to the extent that the Prepetition Lender, as the Holder of the Allowed Jones Holding Secured Claims, agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, and release of and in exchange for its Allowed Class 3 Claim, payment of the Prepetition Lender Claim Recovery on account of its Allowed Class 3 Claim. For the avoidance of doubt, the Jones Deficiency Claim shall receive the same treatment as Allowed General Unsecured Claims in Class 6, subject to the Committee DIP Resolution described in section 5.3 of this Plan.

iv. **Class 4: Mechanics Lienholder Claims.** Except to the extent that a Holder of a Mechanics Lienholder Claim agrees to less favorable treatment, on the later of the Effective Date and the date that is ten (10) Business Days after the date such Class 4 Claim becomes an Allowed Claim, the Holder of a Class 4 Claim will receive in full and final satisfaction, settlement, and release of and in exchange for its Class 4 Claim, (i) the amount of Cash equal to the Allowed secured amount of such Class 4 Claim and (ii) its Pro Rata Share of 100% of the General Unsecured Claim Trust Interests on account of the Allowed unsecured amount of such Class 4 Claim.

v. **Class 5: Convenience Claims.** Except to the extent that the Holder of an Allowed Convenience Claim agrees to less favorable treatment, each Holder of an Allowed Convenience Claim will receive, on the Effective Date or as soon as reasonably practicable thereof, an amount of Cash equal to 15% of such Allowed Convenience Claim. Class 5 initially shall consist of all General Unsecured Claims that total \$5,000 or less. Payment to a Holder of an Allowed Convenience Claim is in lieu of any treatment as a Holder of a General Unsecured Claim in Class 6. Any unsecured creditor with a General Unsecured Claim that is above \$5,000 electing treatment as a Convenience Claim must affirmatively do so on its Class 6 Ballot.

vi. **Class 6: General Unsecured Claims.** Except to the extent that the Holder of an Allowed Claim in Class 6 agrees to less favorable treatment, each Holder of an Allowed Claim in Class 6 shall receive, subject to the Committee DIP Resolution, its Pro Rata Share of 100% of the General Unsecured Claim Trust Interests.

vii. **Class 7: Subordinated Claims.** Holders of Subordinated Claims shall receive no Distribution on account of their Subordinated Claims pursuant to the Plan.

viii. **Class 8: Equity Interests.** On the Effective Date, all Existing Equity Interests shall be deemed canceled, extinguished and discharged and of no further force or effect, and each Holder of an Existing Equity Interest in the Debtors shall receive no Distribution pursuant to the Plan.

ix. **Classes 9A and 9B: Intercompany Claims and Intercompany Interests.** On or after the Effective Date, all Allowed Intercompany Claims and Intercompany Interests shall be adjusted, continued, settled, reinstated, discharged, or eliminated, in each case to the extent determined to be appropriate by the Debtors or the Liquidating Trustee (as applicable).

8.3 Reservation of Rights Regarding Claims and Interests

Except as otherwise explicitly provided in the Plan, nothing shall affect the Debtors' rights and defenses, both legal and equitable, with respect to any Claims or Interests, including, but not limited to, all rights with respect to legal and equitable defenses to alleged rights of setoff or recoupment.

IX. ACCEPTANCE OR REJECTION OF THE PLAN

9.1 Classes Entitled to Vote

Because Claims in Classes 3, 4, 5 and 6 are Impaired and Holders thereof will receive or retain property or an interest in property under the Plan, only the Holders of Class 3, 4, 5 and 6 Claims shall be entitled to vote to accept or reject the Plan.

9.2 Acceptance by Impaired Classes of Claims or Interests

In accordance with section 1126(c) of the Bankruptcy Code, and except as provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if the Plan is accepted by the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class that have timely and properly voted to accept or reject the Plan. In accordance with section 1126(d) of the Bankruptcy Code and except

as provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Interests shall have accepted the Plan if such Plan is accepted by Holders of at least two-thirds (2/3) in amount of the Allowed Interests in such Class that have timely and properly voted to accept or reject the Plan.

9.3 Presumed Acceptance by Unimpaired Classes

Because Claims in Classes 1 and 2 are Unimpaired, pursuant to section 1126(f) of the Bankruptcy Code, Holders of Claims in Classes 1 and 2 are deemed to have accepted the Plan and, therefore, Holders of such Claims are not entitled to vote to accept or reject the Plan.

9.4 Presumed Rejections by Impaired Classes

Because Holders of Subordinated Claims in Class 7, Holders of Interests in Class 8 and Holders of Intercompany Claims and Intercompany Interests in Class 9A and 9B are not entitled to receive or retain any property under the Plan, pursuant to section 1126(g) of the Bankruptcy Code, Holders of Claims or Interests in Class 7, 8, 9A and 9B are presumed to have rejected the Plan and are not entitled to vote to accept or reject the Plan.

9.5 Tabulation of Votes on a Consolidated Basis

All votes to accept or reject the Plan shall be tabulated on a consolidated basis by Class for the purposes of determining whether the Plan satisfied sections 1129(a)(8) and/or 1129(a)(10).

9.6 Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code

To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the Debtors reserve the right to request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code. The Debtors reserve the right to alter, amend, modify, revoke, or withdraw the Plan, the documents submitted in support thereof or any schedule or exhibit, including to amend or modify it to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

9.7 Controversy Concerning Impairment

If a controversy arises as to whether any Claim or Interest is Impaired under the Plan, the Bankruptcy Court shall determine such controversy on or before the Confirmation Date.

9.8 Elimination of Vacant Classes

Any Class of Claims or Interests that does not contain, as of the date of the commencement of the Confirmation Hearing, a Holder of an Allowed Claim or Interest, or a Holder of a Claim temporarily allowed under Bankruptcy Rule 3018, shall be deemed deleted from the Plan for all purposes, including for purposes of determining acceptance.

X. MEANS FOR IMPLEMENTATION OF THE PLAN

10.1 Joint Chapter 11 Plan

This Plan is a joint chapter 11 plan for each of the Debtors, with the Plan for each Debtor being non-severable and mutually dependent on the Plan for each other Debtor, except to the extent the Debtors elect to sever one or more Debtors from this Plan.

10.2 Exit Note Financing

i. **Issuance of the Exit Note.** On the Effective Date, the Liquidating Trust shall issue the Exit Note to the DIP Lender in a principal amount equal to the Exit Note Principal. The Exit Note shall accrue interest at a rate of ten percent (10%) per annum, payable in kind, which interest shall be capitalized and added to the outstanding principal balance on a monthly basis. The Exit Note and related documentation shall be filed with the Court as part of the Plan Supplement and be in a form reasonably acceptable to the DIP Lender, the Debtors and the Committee.

ii. **Security Interest and Priority.** The obligations under the Exit Note shall be secured by a first priority security interest in the Liquidating Trust Assets and their proceeds (other than the Trust Administration Reserve), which security interest shall be fully perfected upon entry of the Confirmation Order. The proceeds of any sale, disposition, or liquidation of any Liquidating Trust Assets (other than the Trust Administration Reserve) shall first be applied to satisfy all outstanding obligations under the Exit Note before any payments or distributions are made to any other party, including the Committee's Professionals, the Liquidating Trust Beneficiaries, the Liquidating Trustee or any professionals employed by the Liquidating Trustee.

10.3 Liquidating Trust

i. **Establishment of the Liquidating Trust.** On or substantially contemporaneously with the Effective Date, the Liquidating Trust Agreement, the form and substance of which shall be reasonably acceptable to the Committee, the Debtors, and the DIP Lender, shall be executed, and all other necessary steps shall be taken to establish the Liquidating Trust to hold the Liquidating Trust Assets, which shall be for the benefit of the Liquidating Trust Beneficiaries. Section 10.4 of this Plan sets forth certain rights, duties, and obligations of the Liquidating Trustee. In the event of any conflict between the terms of section 10.4 of this Plan and the terms of the Liquidating Trust Agreement, unless otherwise specified in this Plan, the terms of the Plan shall govern.

ii. **Purpose of the Liquidating Trust.** The Liquidating Trust shall be established in accordance with the Liquidating Trust Agreement to administer post-Effective Date responsibilities of the Debtors and Wind-Down Estates under the Plan, including, but not limited to, (a) being vested with, and liquidating, the Liquidating Trust Assets, (b) making Distributions to Holders of Allowed Claims in accordance with the terms of this Plan and the Liquidating Trust Agreement, (c) resolving all Disputed Claims and effectuating the Claims reconciliation process pursuant to the procedures prescribed in this Plan, (d) prosecuting, settling, and resolving Causes of Action that are Liquidating Trust Assets, (e) recovering, through enforcement, resolution, settlement, collection, or otherwise, assets on behalf of the Liquidating Trust (which assets shall become part of the Liquidating Trust Assets), (f) winding down the affairs of the Debtors, if and

to the extent necessary, including taking any steps to dissolve, liquidate, or take other similar action with respect to each Debtor, including by terminating the corporate or organizational existence of each such Debtor, and (g) performing all actions and executing all agreements, instruments and other documents necessary to effectuate the purpose of the Liquidating Trust.

iii. **Vesting of Liquidating Trust Assets.** Upon the occurrence of the Effective Date, the Liquidating Trust Assets shall be transferred to the Liquidating Trust in accordance with the Plan. The Liquidating Trust Assets shall vest in the Liquidating Trust free and clear of all Liens, claims, and interests other than those granted under the Exit Note. Upon transfer of the Liquidating Trust Assets, the Debtors shall have no further duties or responsibilities in connection with the implementation of this Plan.

iv. **Liquidating Trust Assets.** All Distributions to the Holders of (i) Allowed Mechanics Lienholder Claims and General Unsecured Claims and (ii) Administrative Claims, Priority Tax Claims, Other Secured Claims, Other Priority Claims and Jones Holding Secured Claims that are not Allowed as of the Effective Date but subsequently Allowed, shall be from the Liquidating Trust. The Liquidating Trustee shall distribute the Liquidating Trust Assets in accordance with the Plan and the Liquidating Trust Agreement.

On the Effective Date, the Debtors or Liquidating Trustee, as applicable, shall establish the Plan Claim Reserve, which may be held in the same account as the Trust Administration Reserve. The Plan Claim Reserve shall be funded in the amount of \$25,000 from the remaining Sales proceeds held by the Debtors as of the Effective Date. The Liquidating Trustee may utilize the Plan Claim Reserve solely to pay Disputed Administrative Claims, Other Priority Claims, and Priority Tax Claims that are subsequently Allowed; *provided, however*, that the Liquidating Trustee may utilize the Plan Claim Reserve to pay other expenses of the Liquidating Trust with the express written consent of the DIP Lender. At such time all Disputed Administrative Claims, Other Priority Claims, and Priority Tax Claims have been resolved, any remaining Cash in the Plan Claim Reserve shall be remitted to Jones Holding LLC to repay the Exit Note obligations.

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, or the receipt of a determination by the IRS, the Liquidating Trustee shall treat any Plan Claim Reserve as a “disputed ownership fund” governed by Treasury Regulation Section 1.468B-9 and to the extent permitted by applicable law, report consistently the foregoing for state and local income tax purposes. All parties (including, the extent applicable, the Debtors, the Liquidating Trustee and Holders of Disputed Secured Claims, Administrative Claims, Other Priority Claims, and Priority Tax Claims, regardless of whether such Claims are asserted before or after the Effective Date) shall be required to report for tax purposes consistently with the foregoing. All taxes imposed on the assets or income of any Plan Claim Reserve shall be payable solely from the assets of the Plan Claim Reserve. The Liquidating Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for or on behalf of the Plan Claim Reserve for all taxable periods through the date on which final Distributions are made.

v. **Duration of the Trust.** The Liquidating Trust shall have an initial term of three years; *provided, however*, that, if warranted by the facts and circumstances, then the Liquidating

Trustee shall be authorized to extend the Liquidating Trust for additional one-year extensions as permitted under applicable law. The Liquidating Trust may be terminated earlier than its scheduled termination if the Liquidating Trustee has administered all the Liquidating Trust Assets and performed all other duties required by this Plan and the Liquidating Trust Agreement. As soon as practicable after the final Distribution Date, the Liquidating Trustee shall seek entry of a Final Order closing the chapter 11 case pursuant to section 350(a) of the Bankruptcy Code.

vi. **Domain Name Sale.** The Committee DIP Resolution with respect to the sale of the Domain Name as set forth in paragraph 43(b) of the DIP Order is supplemented as follows: if the Exit Note remains outstanding at the time the sale of the Domain Name closes, then the \$1.1 million threshold in paragraph 43(b)(ii) of the DIP Order shall be reduced dollar for dollar by the total amount of outstanding obligations under the Exit Note. For the avoidance of doubt, if there are no outstanding obligations due under the Exit Note at the time of the Domain Name sale closing, then the threshold shall remain at \$1.1 million. Notwithstanding the foregoing or any other provision of this Plan, the Liquidating Trustee shall not consummate any sale of the Domain Name that would result in net sale proceeds of less than \$300,000 without the prior written approval of the DIP Lender.

10.4 Liquidating Trustee

i. **Appointment.** The initial Liquidating Trustee shall be selected by the Committee, subject to the consent of the DIP Lender (such consent not to be unreasonably withheld), be approved in the Confirmation Order and be effective as of the Effective Date. The identity of the initial Liquidating Trustee will be disclosed in the Plan Supplement. The Liquidating Trustee shall have no duties until the occurrence of the Effective Date, and on and after the Effective Date shall be a fiduciary of each of the Wind-Down Estates. Successor Liquidating Trustee(s) shall be appointed as set forth in the Liquidating Trust Agreement.

ii. **Powers and Duties.** The Liquidating Trustee shall be authorized, empowered and directed to take all actions necessary to comply with this Plan and exercise and fulfill the duties and obligations arising hereunder, and in accordance with the Liquidating Trust Agreement, including, without limitation:

- a. To liquidate, receive, hold, supervise, invest and protect the Liquidating Trust Assets;
- b. To implement Distributions to Holders of Allowed Claims as provided for or contemplated by the Plan and take other actions consistent with the Plan and the implementation therefore, including the establishment and maintenance of appropriate reserves in accordance with this Plan;
- c. To make decisions, without further Bankruptcy Court approval, regarding the retention or engagement of professionals, employees and consultants by the Liquidating Trust and to pay, from the Trust Administration Reserve, (i) the charges incurred by the Liquidating Trustee on or after the Effective Date for services of professionals, without application to the Bankruptcy Court, and (ii) disbursements, expenses or related support services relating

to the wind-down of the Wind-Down Estates and implementation of the Plan, without application to the Bankruptcy Court;

- d. Wind up the affairs of the Debtors, including taking any steps to dissolve, liquidate or take other similar action with respect to each Debtor, including by terminating the corporate or organizational existence of each such Debtor;
- e. Take any actions necessary to (i) resolve all matters related to the Liquidating Trust Assets and (ii) vest such assets in the Liquidating Trust;
- f. Prepare and file appropriate tax returns and other reports on behalf of the Debtors and pay taxes or other obligations owed by the Debtors (including, without limitation, any Allowed Administrative Expense Claims and Allowed Priority Tax Claims asserted by taxing authorities);
- g. File, prosecute, settle or dispose of any and all objections to asserted Claims;
- h. File, prosecute, settle or dispose of any and all Causes of Action, including Chapter 5 Causes of Action;
- i. Take such actions as are necessary or appropriate to close any of the Debtors' chapter 11 cases
- j. Maintain the books and records and accounts of the Debtors; and
- k. To exercise such other powers as may be vested in it pursuant to an order of the Bankruptcy Court or pursuant to the Plan, or as it reasonably deems necessary and proper to carry out the provisions of the Plan.

iii. **Fees and Expenses of the Liquidating Trust.** From and after the Effective Date, Liquidating Trust Expenses shall be paid from the Liquidating Trust Assets in the ordinary course of business, in accordance with this Plan and the Liquidating Trust Agreement. Without any further notice to any party or action, order or approval of the Bankruptcy Court, the Liquidating Trustee, on behalf of the Liquidating Trust, may employ professionals and pay in the ordinary course of business the reasonable fees of any employed professional for services rendered or expenses incurred on and after the Effective Date that, in the discretion of the Liquidating Trustee, are necessary to assist the Liquidating Trustee in the performance of the Liquidating Trustee's duties under the Plan and the Liquidating Trust Agreement, subject to any limitations and procedures established by the Liquidating Trust Agreement.

iv. **Creation and Maintenance of Trust Accounts.** On or prior to the Effective Date, appropriate trust accounts may be established and maintained in one or more federally insured domestic banks in the name of the Liquidating Trust. Cash deposited in the trust accounts will be invested, held and used solely as provided in the Liquidating Trust Agreement. The Liquidating Trustee is authorized to establish additional trust accounts after the Effective Date, consistent with the terms of the Liquidating Trust Agreement, as applicable. After the funding of the trust accounts

on the Effective Date, the trust accounts will be funded, as applicable, by Cash proceeds obtained through litigation, settlement, disposition or other monetization of the Liquidating Trust Assets. Upon obtaining an order of the Bankruptcy Court authorizing a final Distribution or closure of all of the Debtors' chapter 11 cases, any funds remaining in the trust accounts shall be distributed in accordance with this Plan and the Liquidating Trust Agreement, and the trust accounts may be closed.

v. **Records.** The Liquidating Trustee shall be provided with originals or copies of or access to all documents and business records of the Debtors necessary for the disposition of Liquidating Trust Assets and resolving Disputed Claims.

vi. **Reporting to the DIP Lender.** The Liquidating Trustee shall provide (i) promptly following receipt or notice thereof, copies of any bona fide offers received for the Domain Name and any other material updates and (ii) quarterly reports to the DIP Lender regarding the marketing, disposition and sale of Liquidating Trust Assets. Such reports shall be delivered within thirty (30) days after the end of each calendar quarter and shall include a summary of marketing activities for any sales or dispositions consummated during the quarter, and proceeds received therefrom.

10.5 Vesting of Reorganization Assets in Reorganized NPA

Notwithstanding anything contained in this Plan to the contrary, on the Effective Date, the Reorganization Assets shall vest in Reorganized NPA free and clear of all Liens, Claims, encumbrances and other Interests of Holders of Claims and Interests. Reorganized NPA shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order.

10.6 Restructuring Transaction

Before, on and after the Effective Date, the Debtors or Reorganized NPA, as applicable, shall take all actions as may be necessary or appropriate to effectuate the reorganization of NPA, including: (a) the execution and delivery of any appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law and any other terms to which the Debtors or Reorganized NPA, as applicable, and the Plan Sponsor may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any of the Reorganization Assets on terms consistent with the terms of this Plan and having other terms for which the Debtors or Reorganized NPA, as applicable, and the Plan Sponsor may agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; and (d) such other transactions that are required, or that the applicable parties, including the Plan Sponsor, determine to be necessary or appropriate, to effectuate the reorganization.

10.7 Cancellation of Existing Equity Interests; Issuance of New Equity Interests

On the Effective Date, all Existing Equity Interests except for FLOAT's equity interests in FARE shall be cancelled and the New Equity Interests in NPA shall be issued to the Plan Sponsor or to another Entity at the direction of the Plan Sponsor in its sole discretion. The New Equity

Interests when issued will be duly authorized, validly issued and, if applicable, fully paid and nonassessable.

10.8 Plan Sponsor Contribution

On or before the Effective Date, the Plan Sponsor shall provide the Plan Sponsor Contribution to the Debtors in exchange for 100% of the New Equity Interests.

Notwithstanding anything contained in this Plan to the contrary, other than the payment of the Plan Sponsor Contribution pursuant to this Plan, the Plan Sponsor shall not be required to make, and shall not make, any other payments or contributions to the Debtors or any other party and, for the avoidance of any doubt, shall not be responsible to pay, and shall not pay, any Allowed Claims or Interests in the Debtors including, without limitation, any Distributions required to be made on account of or related to any Allowed Claims pursuant to this Plan.

10.9 Corporate Existence

Debtor NPA shall continue to exist after the Effective Date as a separate corporation with all the powers of a corporation pursuant to Delaware law and the respective certificate of incorporation and bylaws (or other analogous formation documents) in effect before the Effective Date, except to the extent such certificate of incorporation and bylaws (or other analogous formation documents) are amended by the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval.

10.10 Directors, Officers, Managers, Members and Authorized Persons of the Debtors

On the Effective Date, each of the Debtors' members, directors, officers, and other authorized persons shall be deemed to have resigned without the need for any corporate action or approval and without the need for any corporate filings, and, unless subject to a separate agreement with the Liquidating Trustee or Plan Sponsor, shall have no continuing obligations to the Debtors following the occurrence of the Effective Date. The Liquidating Trustee shall thereafter have sole and exclusive corporate authority over the Wind-Down Estates. With respect to Reorganized NPA, the identity of any directors, officers, or managers shall be disclosed in the Plan Supplement.

10.11 Cancellation of Instruments and Documents

On the Effective Date, except as otherwise specifically provided for in the Plan, any and all notes, instruments, debentures, certificates and other documents evidencing Claims against and Interests in the Debtors shall be deemed automatically extinguished, canceled, and of no further effect with the Debtors having no continuing obligations thereunder, and shall be deemed rejected and terminated.

10.12 Release of Liens

Except as otherwise provided in this Plan, the Confirmation Order, or in any document, instrument, or other agreement created in connection with this Plan, on the Effective Date, all

mortgages, deeds of trust, Liens, or other security interests against the property of the Estates shall be released. The Liquidating Trustee shall have the authority to file lien releases in connection with the foregoing.

10.13 Exemption from Certain Transfer Taxes

To the maximum extent provided by section 1146 of the Bankruptcy Code, any transfers from the Debtors or Reorganized NPA, as applicable, to any other Entity pursuant to this Plan shall not be subject to any stamp tax or similar tax, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any applicable instruments or documents without the payment of any such tax or governmental assessments.

10.14 Setoffs

On or after the Effective Date, the Liquidating Trustee, may, pursuant to applicable law (including section 553 of the Bankruptcy Code), offset against any Claim, including an Administrative Claim, before any Distribution is made on account of such Claim, any and all of the claims, rights and Causes of Action of any nature that the Debtors or the Liquidating Trustee may hold against the Holder of such Claim.

10.15 Withdrawal of Plan

The Debtors reserve the right to revoke and withdraw or modify this Plan at any time prior to the Confirmation Date or, if the Debtors are for any reason unable to consummate this Plan after the Confirmation Date, at any time up to the Effective Date. If the Debtors revoke or withdraw this Plan, (a) nothing contained in this Plan shall be deemed to constitute a waiver or release of any claims by or against any Debtor or to prejudice in any manner the rights of the Debtors or any Entity in any further proceeding involving the Debtors and (b) the result shall be the same as if the Confirmation Order were not entered, this Plan was not filed and the Effective Date did not occur.

10.16 Insurance Preservation

Nothing in this Plan shall diminish or impair the enforceability of any insurance policies and related agreements that may cover Claims and Causes of Action against the Debtors, the D&Os or any other Entity. Without limiting the foregoing, and notwithstanding anything else in this Plan, (i) nothing in this Plan shall limit any insured from obtaining coverage under any of the Debtors' insurance policies and related agreements, *provided, however*, that other orders of the Bankruptcy Court, whether entered before or after the Effective Date, may limit insureds from obtaining the proceeds of such coverage for reasons other than this Plan and shall not be affected by this Plan; and (ii) nothing in this Plan (including, without limitation, any provision that purports to be preemptory or supervening or grants an injunction, discharge, or a release) shall in any way operate to impair, diminish, or waive, or have the effect of impairing, diminishing or waiving, the legal or contractual rights, claims, defenses, liabilities or obligations of any Entity, including, without limitation, the Debtors, the Liquidating Trust, the Liquidating Trustee, the D&Os and any insurers, pursuant to any insurance policies and related agreements, including, without limitation, the terms, conditions, limitations, exclusions, and endorsements thereof, that

may cover Claims or Causes of Action against the Debtors, the Estates, the Liquidating Trust, the Liquidating Trustee, the D&Os, any insurers or any other Entity.

10.17 Closing of the Chapter 11 Cases

On or after the Effective Date, the Liquidating Trustee or the Debtors, shall be authorized to File a motion requesting entry of one or more orders of this Court closing any of the chapter 11 cases. Such motion may be heard by the Court on fourteen days' notice to the U.S. Trustee and all other parties entitled to notice under Local Rule 2002-1(b). Each Wind-Down Estate shall be entitled to appoint the Liquidating Trustee to prosecute claims and defenses and make Distributions, and attend to other wind down affairs on behalf of the Debtors (other than Reorganized NPA) as if such Wind-Down Estates continued to exist solely for that purposes. The Liquidating Trustee shall, promptly after the full administration of the chapter 11 cases, File with this Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court, and File a motion under Local Rule 3022-1(a) to close the chapter 11 case of any Debtor whose case remains open at that time. Upon the Filing of such motion, the Liquidating Trustee shall File a final report with respect to all the chapter 11 cases pursuant to Local Rule 3022-1(c).

10.18 Committee

On the Effective Date, except as provided in this paragraph, the Committee shall be dissolved and its members shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to, arising from or in connection with the chapter 11 cases, and the retention or employment of the Committee's attorneys and other agents, if any, shall terminate, except for purposes of filing and prosecuting applications for final allowance of compensation for professional services rendered and reimbursement of expenses incurred in connection therewith and responding or objecting to any such applications, or any appeal of the Confirmation Order.

XI. EFFECT OF PLAN ON CLAIMS AND INTERESTS

11.1 Binding Effect

This Plan shall be binding upon and inure to the benefit of the Debtors, all present and former Holders of Claims and Interests, and their respective successors and assigns, including, but not limited to, the Liquidating Trust, Liquidating Trustee and Reorganized NPA.

11.2 Compromise and Settlement

Notwithstanding anything contained in this Plan to the contrary, the allowance, classification and treatment of all Allowed Claims and their respective Distributions and treatments under this Plan take into account and conform to the relative priority and rights of the Claims and the Interests in each Class with due regard to any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, sections 510(b) and (c) of the Bankruptcy Code or otherwise.

11.3 Discharge of Debtor NPA

On and after the Effective Date: (i) the rights afforded in the Plan and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against Debtor NPA, Reorganized NPA or any of their assets, property, or estate; (ii) the Plan shall bind all Holders of Claims and Interests, notwithstanding whether any such Holders failed to vote to accept or reject the Plan or voted to reject the Plan; (iii) all Claims and Interests shall be satisfied, discharged, and released, and NPA's and Reorganized NPA's liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code; and (iv) all Entities shall be precluded from asserting against NPA, Reorganized NPA, their Estates, the Liquidating Trust, the Liquidating Trustee, their successors and assigns, and their assets and properties any other Claims or Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, provided, however, that the foregoing discharge shall not apply to ability of Holders of Allowed Claims to recover from the Liquidating Trust on account of such Allowed Claims and/or Interests, all in accordance with the terms of the Plan and Liquidating Trust Agreement.

11.4 Discharge Injunction for Debtor NPA

Except as provided in the Plan, to the fullest extent permitted by law, or the Confirmation Order, as of the Effective Date, all Persons that have held, currently hold, may hold, or allege that they hold, a Claim, Interest, or other debt or liability against NPA that is satisfied, released and discharged pursuant to the terms of the Plan are permanently enjoined from taking any of the following actions against the NPA, Reorganized NPA, the Liquidating Trust, the Liquidating Trustee and their respective subsidiaries or their property on account of any such discharged Claims, debts, liabilities or rights: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Lien or encumbrance; (iv) asserting a setoff, right of subrogation, or recoupment of any kind against any debt, liability, or obligation due to NPA or Reorganized NPA; or (v) commencing or continuing any action or other proceeding of any kind, in each such case in any manner, in any place, or against any Person that does not comply with or is inconsistent with the provisions of the Plan.

11.5 Injunction to Protect Wind-Down Estates' Assets

No Entity holding a Claim against or Equity Interest in the Debtors may receive any payment from, or seek recourse against, any assets that are to be distributed under the Plan other than assets required to be distributed to that Entity under the Plan. All parties are precluded from asserting against any property to be distributed under the Plan any Claims, rights, Causes of Action, liabilities, or Interests based upon any act, omission, transaction, or other activity that occurred before the Effective Date except as expressly provided in the Plan or the Confirmation Order. From and after the Effective Date, all Persons and Entities

who have held, hold, or may hold Claims against or Equity Interests in the Debtors are enjoined, on and after the Effective Date on account of any such Claim or Interest, from taking any of the following actions against the Wind-Down Estates, the Liquidating Trust, the Liquidating Trustee, their successors and assigns and any of their assets and properties: (i) commencing or continuing, in any manner or in any place, any action or proceeding seeking to collect or to recover in any manner against, or assert control or dominion over, the assets; (ii) enforcing, attaching, collecting, or recovering in any manner against the assets, any judgment, award, decree or order; (iii) creating, perfecting, or enforcing any Lien or encumbrance against the assets; (iv) asserting setoff unless such setoff was formally asserted in a timely Filed proof of Claim that identifies the source of the rights of setoff or in a pleading Filed with the Bankruptcy Court prior to entry of the Confirmation Order or right of subrogation of any kind against any debt, liability, or obligation due to the Debtor; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with or with respect to any such Claims or Interests; *provided, however*, that such Persons and Entities shall not be precluded from exercising their rights under and consistent with the terms of this Plan or the Confirmation Order, including the right to appeal the Confirmation Order.

Except as otherwise provided in this Plan or the Confirmation Order, all Persons and Entities who have provided a release or are subject to the exculpation provision pursuant to Section 11.6 of this Plan, are enjoined and precluded, from and after the Effective Date, from taking any actions to interfere with the implementation or consummation of this Plan and from commencing or continuing in any manner, any action or other proceeding on account of any such released or exculpated claims, Interests, Causes of Action, or liabilities against any Person or Entity so released including being enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, any Released Party or Exculpated Party to whom the Releasing Party has provided a release: (i) commencing or continuing, in any manner or in any place, any action or proceeding on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering in any manner, any judgment, award, decree or order against such Entities or account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance against such Entities; (iv) asserting setoff unless such setoff was formally asserted in a timely Filed proof of Claim that identifies the source of the rights of setoff or in a pleading Filed with the Bankruptcy Court prior to entry of the Confirmation Order or right of subrogation of any kind against any debt, liability, or obligation due to the Debtor; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of, in connection with or with respect to any such Claims or Interests; *provided, however*, that such Persons and Entities shall not be precluded from exercising their rights under and consistent with the terms of this Plan or the Confirmation Order, including the right to appeal the Confirmation Order.

Upon the Bankruptcy Court's entry of the Confirmation Order, all Holders of Claims and Interests, and other parties in interest, along with their Related Parties, shall be enjoined from taking any actions to interfere with the implementation or substantial consummation of this Plan by the Debtors, the Liquidating Trust, the Liquidating Trustee and their respective Related Parties.

11.6 Exculpation

Notwithstanding anything contained in this Plan to the contrary, the Exculpated Parties, and any property of any of the foregoing Persons, shall not have or incur any liability to any Entity for any act taken or omitted to be taken from the Petition Date through the Effective Date in connection with, related to or arising from the formulation, negotiation, preparation, dissemination, implementation, or administration of this Plan, the Solicitation Materials, the Disclosure Statement, or any contract, instrument, or other agreement or document created or entered into in connection with this Plan, or any other act taken or omitted to be taken from the Petition Date through the Effective Date in connection with or in contemplation of the reorganization or liquidation of the Debtors, these chapter 11 cases, or the confirmation or consummation of this Plan, including but not limited to (i) formulating, preparing, disseminating, implementing, confirming, consummating or administering this Plan (including soliciting acceptances or rejections thereof if necessary); (ii) the Disclosure Statement, or any contract, instrument, release or other agreement or document entered into or any action taken or not taken in connection with this Plan; or (iii) any Distributions made pursuant to this Plan, except for acts constituting willful misconduct, bad faith, or gross negligence, and in all respects such parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Plan to the extent permitted under applicable law. Notwithstanding the foregoing, for the avoidance of doubt, this section of the Plan shall not (i) exculpate or release the Exculpated Parties from anything other than as expressly identified in the first sentence of this section, (ii) prevent or limit the ability of the Debtors or the Liquidating Trustee, as the case may be, to object to a Claim of an Exculpated Party on any basis other than matters exculpated or released in this section, and (iii) prevent or limit the ability of the Debtors or the Liquidating Trustee, as the case may be, to object to, or defend against, on any basis, any Administrative Claim of an Exculpated Party for substantial contribution.

11.7 Releases by the Debtors

Except as otherwise expressly provided in the Plan or the Confirmation Order, on the Effective Date, for good and valuable consideration, to the fullest extent permissible under applicable law, the Debtors and their Estates shall, and shall be deemed to, completely and forever release, waive, void, extinguish and discharge unconditionally, each and all of the Released Parties of and from any and all Claims, Causes of Action, obligations, suits, judgments, damages, debts, rights, remedies and liabilities of any nature whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are or may be based in whole or in part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtors, including, without limitation, (i) the chapter 11 cases, (ii) the combined Plan and Disclosure Statement, (iii) the subject matter of, or the transaction or events giving rise to, any claim or equity interest that is treated in this Plan, (iv) the business or contractual arrangements between the Debtors and any Released Party, (v) the negotiation, formulation or preparation of this combined Plan and Disclosure Statement, the Plan Supplement, or related agreements,

instruments or other documents, (vi) the Sales or their related transaction documents, and the negotiation, formulation or preparation of the Sales and the related transaction documents, and (vii) the confirmation or consummation of this Plan or the solicitation of votes on this Plan that may be asserted by or on behalf of the Debtors or their Estates, against any of the Released Parties. The foregoing releases shall not extend to acts constituting willful misconduct, bad faith, or gross negligence.

11.8 Releases by Holders of Claims

Except as otherwise expressly provided in the Plan or the Confirmation Order, on the Effective Date, for good and valuable consideration, to the fullest extent permissible under applicable law, each of the Releasing Parties shall, and shall be deemed to, completely and forever release, waive, void, extinguish and discharge unconditionally, each and all of the Released Parties of and from any and all Claims, Causes of Action, obligations, suits, judgments, damages, debts, rights, remedies and liabilities of any nature whatsoever, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, that are or may be based in whole or in part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtors, including, without limitation, (i) the chapter 11 cases, (ii) the combined Plan and Disclosure Statement, (iii) the subject matter of, or the transaction or events giving rise to, any claim or equity interest that is treated in this Plan, (iv) the business or contractual arrangements between the Debtors and any Released Party, (v) the negotiation, formulation or preparation of this combined Plan and Disclosure Statement, the Plan Supplement, or related agreements, instruments or other documents, (vi) the Sales or their related transaction documents, and the negotiation, formulation or preparation of the Sales and the related transaction documents, and (vii) the confirmation or consummation of this Plan or the solicitation of votes on this Plan that such Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties. The foregoing releases shall not extend to acts constituting willful misconduct, bad faith, or gross negligence.

11.9 Indemnification Obligations

Except as otherwise provided in a previously entered order of the Bankruptcy Court, this Plan or any contract, instrument, release, or other agreement or document entered into in connection with this Plan, any and all indemnification obligations that the Debtors have pursuant to a contract, instrument, agreement, certificate of incorporation, by-law, comparable organizational document or any other document, or applicable law, shall be rejected as of the Effective Date, to the extent executory, and with respect to NPA discharged; *provided, however*, that (i) all rights, if any, of the Debtors, the Debtors' current officers and directors, the Estates, Reorganized NPA, and the Liquidating Trustee, as applicable, in and to any of the Debtors' insurance policies hereby are expressly reserved and are not limited in any way by this Plan; and (ii) nothing in this Plan shall be deemed to modify any indemnification obligations of the Debtors pursuant to an order of this Bankruptcy Court concerning the retention or employment of a professional. Nothing in this Plan shall be deemed to release the Debtors' insurers from, or limit

the obligations of, any of the Debtors' insurers concerning any claims that might be asserted by insureds, additional insureds, or counterparties to contracts or agreements providing for the indemnification by and of the Debtors, to the extent of available coverage. To the extent that this section 11.9 alters, affects, impairs, limits or otherwise modifies any insurance coverage of any Person, this section 11.9 shall be of no force and effect as to the insurance coverage of such Person.

XII. EXECUTORY CONTRACT AND UNEXPIRED LEASES

12.1 Executory Contracts and Unexpired Lease Deemed Rejected

Except as set forth in section 12.3, on the Effective Date, all the Debtors' Executory Contracts and unexpired leases will be deemed rejected as of the Effective Date in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except with respect to any Executory Contract or unexpired lease that: (a) the Debtors previously assumed, assumed and assigned or rejected, or (b) for which, prior to the Effective Date, the Debtors Filed a motion to assume, assume and assign, or reject on which the Bankruptcy Court has not ruled. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of all rejections of Executory Contracts and unexpired leases pursuant to this Article and sections 365(a) and 1123 of the Bankruptcy Code.

12.2 Supplemental Bar Date for Rejection Damages

If the rejection of any Executory Contract or unexpired lease under this Plan gives rise to a Claim by the non-Debtor party or parties to such contract or lease, such Claim, to the extent that it is an Allowed Claim, shall be classified in Class 6; *provided, however*, that the General Unsecured Claim arising from such rejection may be forever barred and may not be enforceable against the Debtors, the Wind-Down Estates, the Liquidating Trust, the Liquidating Trustee, or their successors or properties, unless a proof of such Claim is Filed and served on the Liquidating Trustee, as applicable, within thirty (30) days after the date of notice of the entry of the order of the Bankruptcy Court rejecting the Executory Contract or unexpired lease which may include, if applicable, the Confirmation Order.

12.3 Assumption of Executory Contracts Related to Reorganization Assets

Unless otherwise specified herein or in the Plan Supplement, on the Effective Date, and subject to the payment of any applicable Cure Amounts, all Executory Contracts relating to the Reorganization Assets to which the Debtors are a party, and which have not expired by their own terms on or prior to the Confirmation Date shall be deemed assumed except for any executory contract that: (a) the Debtor previously assumed, assumed and assigned or rejected, or (b) for which, prior to the Effective Date, the Debtors Filed a motion to assume or assume and assign, on which the Bankruptcy Court has not ruled. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of all assumptions of Executory Contracts and unexpired leases pursuant to this Article and sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract assumed pursuant to the Plan shall vest in, and be fully enforceable by, Reorganized NPA in accordance with its terms, except as modified by the provisions of the Plan, and any order of the Bankruptcy Court authorizing and providing for its assumption or applicable law. The Debtors shall file and serve on parties to Executory Contracts to be assumed a notice reflecting the Debtors'

intention to assume the contract in connection with the Plan and setting forth the proposed Cure Amount (if any). If the counterparty believes any different Cure Amount is due in connection with the assumption or otherwise objects to the assumption, it must assert such Cure Amount or any other objection by Filing an objection with the Bankruptcy Court and serving such objection in accordance with the procedures to be set forth in the Debtors' notice.

XIII. RESERVES AND DISTRIBUTIONS

13.1 Establishment and Funding of Reserves

On the Effective Date and prior to making any Distributions, the Liquidating Trustee on behalf of the Liquidating Trust, as applicable, shall establish the Plan Claim Reserve and shall transfer thereto the amount of \$25,000 to fund the Plan Claim Reserve in accordance with the provisions of the Plan and, in the Liquidating Trustee's discretion, such amount shall be increased as needed; provided that, any amount of Cash to fund the Plan Claim Reserve in excess of \$25,000 shall be funded by proceeds of the Liquidating Trust Assets or the Trust Administrative Reserve.

On the Effective Date and prior to making any Distributions, the Liquidating Trustee shall establish the Trust Administration Reserve, and shall transfer thereto the amount of \$100,000 to fund the reserve in accordance with the provisions of the Plan.

Before making any Distributions from the General Unsecured Claim Trust, the Liquidating Trustee shall establish a reserve for Disputed General Unsecured Claims and shall transfer thereto the amount of Cash from the General Unsecured Claim Trust as deemed necessary by the Liquidating Trustee to provide Pro Rata Distributions to Holders of Allowed General Unsecured Claims if the Disputed General Unsecured Claims become Allowed in accordance with the provisions of the Plan.

13.2 Distribution Provisions

i. Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided herein, and only after the funding of the reserves, or as ordered by the Bankruptcy Court, all Distributions to be made on account of Administrative Claims, Priority Tax Claims, DIP Claims, Secured Claims, Other Priority Claims, and Convenience Claims, if applicable, of any Class that are Allowed on or prior to the Effective Date shall be made on the Effective Date by the Debtors; *provided, however*, that Distributions for Allowed General Unsecured Claims and any Allowed unsecured portion of the Claims in Class 4 as of the Effective Date shall be made on a Distribution Date to be determined in the sole discretion of the Liquidating Trustee. Distributions on account of Claims that first become Allowed Claims after the Effective Date shall be made pursuant to the terms and conditions of this Plan. Notwithstanding any other provision of this Plan to the contrary, no Distribution shall be made on account of any Claim or portion thereof that (i) has been satisfied after the Petition Date pursuant to an order of the Bankruptcy Court; (ii) is listed in the Schedules as contingent, unliquidated, disputed or in a zero amount, and for which a Proof of Claim has not been Filed; or (iii) is

evidenced by a Proof of Claim that has been amended by a subsequently Filed Proof of Claim that purports to amend the prior Proof of Claim.

ii. No Distributions on Disputed Claims

No Distribution shall be made by the Liquidating Trustee with respect to a Disputed Claim until the same, or some portion thereof becomes an Allowed Claim.

iii. Distributions on Claims Allowed After the Effective Date

Payments and Distributions from the Liquidating Trustee to each respective Holder on account of a Disputed Claim, to the extent that such Disputed Claim ultimately becomes an Allowed Claim, shall be made in accordance with provisions of this Plan that govern Distributions to such Holders of Allowed Claims. Except as otherwise provided in this Plan, within ninety (90) days after such Disputed Claim becomes an Allowed Claim, the Liquidating Trustee shall distribute to such Holder any Cash from the applicable reserve that would have been distributed on the dates Distributions were previously made to Holders of Allowed Claims if such Disputed Claim had been an Allowed Claim on such dates.

All Distributions made under this Article on account of an Allowed Claim will be made together with any dividends, payments, or other Distributions made on account of, as well as any obligations arising from, the distributed property as if such Disputed Claim had been an Allowed Claim on the dates Distributions were previously made to Holders of Allowed Claims included in the applicable Class.

iv. Objections to and Estimation of Claims

Unless otherwise provided in this Plan, after the Effective Date through the Claims Objection Deadline, the Liquidating Trustee shall have standing to object to Claims in order to have the Bankruptcy Court determine the amount and treatment of any Claim. From and after the Effective Date, the Liquidating Trustee may settle or compromise any Disputed Claim without approval of the Bankruptcy Court. Except as otherwise provided in this Plan, if a party files a Proof of Claim and (i) the Debtors or the Liquidating Trustee, as applicable, Files an objection to that Claim or otherwise formally challenges the Claim or (ii) the Claim otherwise is a Disputed Claim under this Plan, then such Claim shall be Disputed unless Allowed or Disallowed by a Final Order or as otherwise set forth in this Plan.

Except as set forth in this Plan with respect to Administrative Claims, all objections to Claims must be filed and served on the Holders of such Claims by the applicable Claims Objection Deadline, as the same may be extended by the Bankruptcy Court. If an objection has not been filed to a Proof of Claim or the Schedules have not been amended with respect to a Claim that (i) was Scheduled by the Debtors but (ii) was not Scheduled as contingent, unliquidated, and/or disputed, by the applicable Claims Objection Deadline, as the same may be extended by order of the Bankruptcy Court, the Claim to which the Proof of Claim or Scheduled Claim relates will be treated as an Allowed Claim if such Claim has not been allowed earlier. Notice of any motion for an order extending the Claims Objection Deadline shall be required to be given only to those Entities that have requested notice in these chapter 11 cases, or to such Entities as the Bankruptcy

Court shall order.

v. Delivery of Distributions and Undeliverable or Unclaimed Distributions

Delivery of Distributions in General. Distributions to Holders of Allowed Claims under the Plan will be made (a) at the addresses set forth on the Proofs of Claim filed by such Holders (or at the last known addresses of such Holders if no Proof of Claim is filed or if the Debtors have been notified of a change of address), (b) at the addresses set forth in any written notices of address changes delivered to the Debtors or Liquidating Trustee after the date of any related Proof of Claim, (c) at the addresses reflected in the Schedules if no Proof of Claim has been filed and neither the Debtors nor Liquidating Trustee has received a written notice of a change of address, or (d) any change of address as reflected on the Bankruptcy Court docket.

In making Distributions under the Plan, the Liquidating Trustee may rely upon the accuracy of the claims register maintained by the Claims Agent in these chapter 11 cases and the Schedules, as may be modified by any Final Order of the Bankruptcy Court allowing or disallowing Claims in whole or in part.

Undeliverable and Unclaimed Distributions. If the Distribution to any Holder of an Allowed Claim is returned to the Liquidating Trustee as undeliverable or is otherwise an Unclaimed Distribution, no further Distributions shall be made to such Holder unless and until the Liquidating Trustee is notified in writing of such Holder's then-current address, at which time all missed Distributions shall be made to such Holder without interest.

Any Holder of an Allowed Claim that does not assert a claim pursuant to the Plan for an undeliverable or unclaimed Distribution, including checks not returned as undeliverable but which remain unnegotiated, within one hundred twenty (120) days after the date on which the Distribution is made: (a) will be deemed to have forfeited its claim for such undeliverable or unclaimed Distribution; (b) may, in the sole discretion of the Liquidating Trustee be barred from receiving further Distributions under the Plan on account of such claim; and (c) will be forever barred and enjoined from asserting any claim for an undeliverable or unclaimed Distribution against the Liquidating Trustee or the Debtors and their Estates and their respective agents, attorneys, representatives, employees or independent contractors, and/or any of their property, as the case may be. In such cases, any Cash otherwise reserved for Unclaimed Distributions shall become property of the Liquidating Trust free of any restrictions thereon and notwithstanding any federal or state escheat laws to the contrary and shall be distributed in accordance with the terms of this Plan. Nothing contained in this Plan shall require the Liquidating Trustee to attempt to locate any Holder of an Allowed Claim; provided, however, that in his, her or its sole discretion, the Liquidating Trustee may periodically publish notice of Unclaimed Distributions.

vi. Means of Cash Payment

The Plan provides that Cash payments made pursuant to the Plan shall be in U.S. dollars and will be made at the option and in the sole discretion of the Liquidating Trustee by (i) checks drawn on, or (ii) wire transfers from, a domestic bank selected by the Liquidating Trustee. In the

case of foreign creditors, Cash payments may be made, at the option of the Liquidating Trustee, in such funds and by such means as are necessary or customary in a particular jurisdiction.

vii. Interest on Claims

Except as specifically provided for in this Plan or the Confirmation Order, or required by applicable bankruptcy law, post-petition interest shall not accrue or be paid on any Claims, and no Holder shall be entitled to interest accruing on or after the Petition Date on any Claim. Except as specifically provided for in this Plan or the Confirmation Order, or required by applicable bankruptcy law, interest shall not accrue or be paid upon any Disputed Claim in respect of the period from the Petition Date to the date a final Distribution is made thereon if and after such Disputed Claim becomes an Allowed Claim.

viii. Withholding and Reporting Requirements

In accordance with section 346 of the Bankruptcy Code and in connection with this Plan and all Distributions hereunder, the Debtors and Liquidating Trustee shall, to the extent applicable, comply with all withholding and reporting requirements imposed by any federal, state, provincial, local or foreign taxing authority. The Liquidating Trustee will be authorized to take any and all actions necessary and appropriate to comply with such requirements. All amounts properly withheld from Distributions to a Holder as required by applicable law and paid over to the applicable taxing authority for the account of such Holder shall be treated as part of the Distributions to such Holder.

All Distributions will be subject to withholding and reporting requirements. As a condition of making any Distribution under the Plan, the Liquidating Trustee may require the Holder of an Allowed Claim to provide such Holder's taxpayer identification number and such other information, certification or forms, if and as required to comply with applicable tax reporting and withholding laws. If a Holder of an Allowed Claim fails to provide such information after two written requests, then the Liquidating Trustee may seek an order of the Bankruptcy Court disallowing such Claim.

Notwithstanding any other provision of this Plan, (a) each Holder of an Allowed Claim that is to receive a Distribution pursuant to this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such Distribution, and (b) no Distribution shall be made to or on behalf of such Holder pursuant to this Plan unless and until such Holder has made arrangements satisfactory to the Debtors (for Distributions to be made on the Effective Date as set forth in section 13.2(i) of the Plan) or Liquidating Trustee (for all other Distributions) for the payment and satisfaction of such withholding tax obligations or such tax obligation that would be imposed upon the Liquidating Trustee in connection with such Distribution.

ix. Distributions on Non-Business Days

Any payment or Distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

x. Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a Distribution under the Plan is composed of indebtedness and accrued but unpaid interest thereon, such Distribution will, for all income tax purposes, be allocated to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

xi. Distribution Record Date

The Liquidating Trustee shall have no obligation to recognize the transfer of or sale of any participation in any Claim that occurs after the Distribution Record Date, and shall be entitled for all purposes regarding the Plan to recognize and distribute only to those Holders of Claims who are Holders of such Claims, or participants therein, as of the Distribution Record Date. Instead, the Liquidating Trustee shall be entitled to recognize and deal for all purposes under the Plan with only those record Holders stated on the official claims register as of the close of business on the Distribution Record Date.

xii. De Minimis Fund Distribution

In the event a Final Distribution under the Plan is not, in the judgment and discretion of the Liquidating Trustee economically warranted with respect to one or more Classes given the cost of making such Final Distribution relative to the benefits to the Holders of Claims, the Liquidating Trustee may cause any amount that would have been subject to such Final Distribution to be paid to any organization qualified under section 501(c)(3) of the Internal Revenue Code of the Liquidating Trustee's choice. Notwithstanding the foregoing, the Plan provides that the amount to be paid to a charitable organization pursuant to this subsection shall not be in excess of \$15,000, without prior Bankruptcy Court approval.

XIV. CONFIRMATION AND CONSUMMATION OF THE PLAN

14.1 Conditions to Confirmation

The following are conditions precedent to the occurrence of the Confirmation Date:

- (i) A Final Order finding that the Disclosure Statement contains adequate information pursuant to section 1125 of the Bankruptcy Code shall have been entered by the Bankruptcy Court;
- (ii) Entry of a Confirmation Order that is reasonably acceptable to the Debtors, the DIP Lender, the Committee and Plan Sponsor; and

- (iii) Approval of all provisions, terms, and conditions hereof shall be contained in the Confirmation Order.

14.2 Conditions to Effective Date

The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied or waived in writing:

- (i) The Confirmation Order shall have been entered by the Bankruptcy Court and shall provide that the Debtors, the DIP Lender and the Liquidating Trustee are authorized to take all actions necessary or appropriate to enter into, implement and consummate the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with the Plan or effectuate, advance or further the purposes thereof;
- (ii) The Confirmation Order, the Plan, and all exhibits to the Plan shall be, in form and substance, reasonably acceptable to the Debtors, the Committee, the DIP Lender, and the Plan Sponsor, and shall have been executed and delivered by all parties signatory thereto, as applicable;
- (iii) The Reorganization Transaction shall have been signed by the Debtors and Plan Sponsor;
- (iv) The Plan Sponsor shall have funded the Plan Sponsor Contribution in accordance with the terms of this Plan;
- (v) The Liquidating Trust Agreement shall have been executed by the parties thereto;
- (vi) The Additional DIP Funding shall have been funded into the Trust Administration Reserve;
- (vii) The Exit Note and any necessary ancillary documents shall have been executed by the parties thereto;
- (viii) All other actions, documents, and agreements necessary to implement this Plan shall have been effected or executed;
- (ix) The DIP Lender shall have refunded the Estates for the amounts paid by the Estates after the Petition Date for insurance or taxes on FARE's real property; and
- (x) The Debtors shall have filed a Notice of Effective Date.

14.3 Consequences of Non-Occurrence of Effective Date

If the Effective Date does not timely occur, the Debtors reserve all rights to seek an order from the Bankruptcy Court directing that the Confirmation Order be vacated and that this Plan be

null and void in all respects. If the Bankruptcy Court enters an order vacating the Confirmation Order, the time within which the Debtors may assume and assign or reject all Executory Contracts and unexpired leases not previously assumed, assumed and assigned, or rejected, shall be extended for a period of thirty (30) days after the date the Confirmation Order is vacated, without prejudice to further extensions.

XV. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES

The following discussion is a summary of certain United States federal income tax aspects of the Plan, for general information purposes only, and should not be relied upon for purposes of determining the specific tax consequences of the Plan with respect to a particular Holder of a Claim or Interest. This discussion does not purport to be a complete analysis or listing of all potential tax considerations. This discussion is based on existing provisions of the Internal Revenue Code (the “IRC”), existing and proposed Treasury Regulations promulgated thereunder, and current administrative rulings and court decisions. Legislative, judicial, or administrative changes or interpretations enacted or promulgated after the date hereof could alter or modify the analyses set forth below with respect to the United States federal income tax consequences of the Plan. Any such changes or interpretations may be retroactive and could significantly affect the United States federal income tax consequences of the Plan.

No ruling has been requested or obtained from the IRS with respect to any tax aspects of the Plan and no opinion of counsel has been sought or obtained with respect thereto. No representations or assurances are being made to the Holders of Claims or Interests with respect to the United States federal income tax consequences described herein.

Each Holder of a Claim or Interest affected by the Plan is strongly urged to consult its tax advisor regarding the specific tax consequences of the transactions described herein and in the Plan.

15.1 General

The United States federal income tax consequences to Holders of Claims and Interests and the character and amount of income, gain or loss recognized as a consequence of the Plan and the distributions provided for thereby will depend upon, among other things, (1) the manner in which a Holder acquired a Claim or Interest; (2) the length of time the Claim or Interest has been held; (3) whether the Claim or Interest was acquired at a discount; (4) whether the Holder has taken a bad debt deduction with respect to the Claim (or any portion thereof) in the current or prior years; (5) whether the Holder has previously included in income accrued but unpaid interest with respect to the Claim; (6) the method of tax accounting of the Holder; (7) whether the Claim is an installment obligation for United States federal income tax purposes; and (8) whether the Claim constitutes a “security” for United States federal income tax purposes. Certain Holders of Claims (such as foreign persons, S corporations, regulated investment companies, insurance companies, financial institutions, small business investment companies, broker-dealers and tax-exempt organizations) and Interests may be subject to special rules not addressed herein. There also may be state, local, and/or foreign income or other tax considerations or United States federal estate and gift tax considerations applicable to Holders of Claims and Interests, which are not addressed herein. Each Holder of a Claim and Interest should consult its tax advisor for information that

may be relevant to its particular situation and circumstances and for advice concerning the particular tax consequences to it of the transactions contemplated by the Plan.

15.2 Importance of Obtaining Professional Tax Assistance

THE FOREGOING DISCUSSION IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE ABOVE DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A CLAIM OR INTEREST HOLDER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, CLAIM AND INTEREST HOLDERS ARE URGED TO CONSULT THEIR TAX ADVISORS ABOUT THE UNITED STATES FEDERAL, STATE AND LOCAL, AND APPLICABLE FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN.

XVI. ADMINISTRATIVE PROVISIONS

16.1 Retention of Jurisdiction

Notwithstanding confirmation of this Plan or occurrence of the Effective Date, and except as otherwise provided by applicable law, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including for the following purposes:

- (i) To determine the allowability, classification, or priority of Claims upon objection of the Liquidating Trustee or any other party in interest entitled to file an objection, and the validity, extent, priority and nonavoidability of consensual and nonconsensual liens and other encumbrances;
- (ii) To issue injunctions or take such other actions or make such other orders as may be necessary or appropriate to restrain interference with this Plan or its execution or implementation by any Entity, to construe and to take any other action to enforce and execute this Plan, the Confirmation Order, or any other order of the Bankruptcy Court, to issue such orders as may be necessary for the implementation, execution, performance and consummation of this Plan and all matters referred to herein, and to determine all matters that may be pending before the Bankruptcy Court in these chapter 11 cases on or before the Effective Date with respect to any Entity;
- (iii) To protect the property of the Estates from claims against, or interference with, such property, including actions to quiet or otherwise clear title to such property or to resolve any dispute concerning Liens on property of the Estates;
- (iv) To determine any and all applications for allowance of Fee Claims;
- (v) To determine any Other Priority Claim, Administrative Claims or any other request for payment of claims or expenses entitled to priority under section 507(a) of the Bankruptcy Code;

- (vi) To resolve any disputes arising under or related to the implementation, execution, consummation or interpretation of this Plan and the making of Distributions hereunder;
- (vii) To determine any and all motions related to the rejection, assumption or assignment of Executory Contracts or unexpired leases, or to determine any motion to reject an Executory Contract or unexpired lease pursuant to section 12.1 of this Plan;
- (viii) To determine all applications, motions, adversary proceedings, contested matters, actions, and any other litigated matters instituted in and prior to the closing of these chapter 11 cases, including any remands;
- (ix) To enter a Final Order closing the Debtors' chapter 11 cases;
- (x) To modify this Plan under section 1127 of the Bankruptcy Code, to remedy any defect, cure any omission, or reconcile any inconsistency in this Plan or the Confirmation Order so as to carry out its intent and purposes;
- (xi) To issue such orders in aid of consummation of this Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Entity, to the full extent authorized by the Bankruptcy Code;
- (xii) To enable the Liquidating Trustee to prosecute any and all proceedings to set aside Liens and to recover any transfers, assets, properties or damages to which the Estate may be entitled under applicable provisions of the Bankruptcy Code or any other federal, state or local laws except as may be expressly waived pursuant to this Plan;
- (xiii) To determine any tax liability of the Debtors or Liquidating Trust pursuant to section 505 of the Bankruptcy Code;
- (xiv) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;
- (xv) To resolve any disputes concerning whether an Entity had sufficient notice of the chapter 11 cases, the Bar Date Order or the otherwise applicable Claims bar date, the hearing to consider approval of the Disclosure Statement or the Confirmation Hearing;
- (xvi) To resolve any dispute or matter arising under or in connection with any order of the Bankruptcy Court entered in these chapter 11 cases;
- (xvii) To resolve any disputes concerning any exculpation of a non-debtor hereunder or the injunction against acts, employment of process or actions against such non-debtor arising hereunder;

- (xviii) To approve any Distributions, or objections thereto, under this Plan;
- (xix) To approve any Claims settlement entered into or offset exercised by the Liquidating Trustee; and
- (xx) To determine such other matters, and for such other purposes, as may be provided in the Confirmation Order or as may be authorized under provisions of the Bankruptcy Code.

16.2 Amendments

(i) **Preconfirmation Amendment.** The Debtors may modify this Plan at any time prior to the entry of the Confirmation Order, provided that this Plan, as modified, and the disclosure statement pertaining thereto meet applicable Bankruptcy Code requirements; provided, however, that any amendment or modification regarding the Plan Sponsor Contribution shall require the Plan Sponsor's consent in its reasonable discretion.

(ii) **Postconfirmation Amendment Not Requiring Resolicitation.** After the entry of the Confirmation Order, the (i) Debtors, in consultation with the Committee, or (ii) Liquidating Trustee, as applicable, may modify this Plan to remedy any defect or omission or to reconcile any inconsistencies in this Plan or in the Confirmation Order, as may be necessary to carry out the purposes and effects of this Plan, provided that: (i) the Debtors obtain approval of the Bankruptcy Court for such modification, after notice and a hearing; and (ii) such modification shall not materially and adversely affect the interests, rights, treatment or Distributions of any Class of Allowed Claims or Interests under this Plan.

(iii) **Postconfirmation and Pre-consummation Amendment Requiring Resolicitation.** After the Confirmation Date and before substantial consummation of this Plan, the (i) Debtors, in consultation with the Committee, or (ii) Liquidating Trustee, as applicable, may modify this Plan in a way that materially or adversely affects the interests, rights, treatment, or Distributions of a Class of Claims or Interests, provided that: (i) this Plan, as modified, meets applicable Bankruptcy Code requirements; (ii) the Debtors obtain Bankruptcy Court approval for such modification, after notice and a hearing; (iii) such modification is accepted by at least two-thirds in amount, and more than one-half in number, of Allowed Claims or Interests voting in each Class materially or adversely affected by such modification; and (iv) the Debtors comply with section 1125 of the Bankruptcy Code with respect to this Plan as modified.

16.3 Successors and Assigns

The rights, benefits and obligations of any person or entity named or referred to in this Plan shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors and/or assigns of such person or entity.

16.4 Governing Law

Except to the extent that the Bankruptcy Code, Bankruptcy Rules or other federal laws apply, the rights and obligations arising under this Plan shall be governed by and construed and

enforced in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

16.5 Corporate Action

Any matters provided for under this Plan involving the corporate structure of the Debtors or corporate action, as the case may be, to be taken by or required of the Debtors shall be deemed to have occurred and be effective as of the Effective Date and shall be authorized and approved in all respects, without any requirement of further action by the Debtors, the Liquidating Trust or Liquidating Trustee, as the case may be.

16.6 Effectuating Documents and Further Transactions

The Debtors or the Liquidating Trustee, as applicable, shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, releases, and other agreements and take such other actions as may be necessary to effectuate and further evidence the terms and conditions of this Plan.

16.7 Confirmation Order Controls

To the extent the Confirmation Order is inconsistent with this Combined Plan and Disclosure Statement, the Confirmation Order (and any other orders of this Bankruptcy Court) controls.

16.8 Miscellaneous Rules

This Combined Plan and Disclosure Statement is subject to the following miscellaneous rules: (i) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply, unless superseded herein or in the Confirmation Order; (ii) in computing any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply; and (iii) whenever this Plan provides that a payment or Distribution shall occur “on” any date, it shall mean “on, or as soon as reasonably practicable after”, such date.

16.9 Notices

All notices or requests in connection with this Plan shall be in writing and will be deemed to have been given when received by mail and addressed to:

Debtors:

SAUL EWING LLP

Paige N. Topper

Nicholas Smargiassi

1201 N. Market Street, Suite 2300

Wilmington, DE 19801

Telephone: (302) 421-6800

Email: paige.topper@saule.com

nicholas.smargiassi@saule.com

-and-

Zev M. Shechtman (admitted *pro hac vice*)
1888 Century Park East, Suite 1500
Los Angeles, CA 90067
Telephone: (310) 255-6100
Email: zev.shechtman@saul.com

Liquidating Trustee: To be provided in the Plan Supplement

Plan Sponsor:

HERRICK FEINSTEIN LLP
Steven B. Smith
Two Park Avenue
New York, NY 10016
Telephone: (212) 592-1474
Email: ssmith@herrick.com

16.10 No Admissions or Waiver

Notwithstanding anything herein to the contrary, nothing contained in this Plan shall be deemed an admission or waiver by the Debtors with respect to any matter set forth herein, including liability on any Claim or the propriety of a Claim's classification.

XVII. RECOMMENDATION AND CONCLUSION

The Debtors believe that this Plan is in the best interest of all Holders of Claims and Interests and urge all Holders of Impaired Claims to vote to accept the Plan and to evidence such acceptance by returning their Ballots in accordance with the instructions accompanying this Disclosure Statement. IN ORDER FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT MUST BE PROPERLY COMPLETED AND RECEIVED BY THE VOTING AGENT NO LATER THAN THE VOTING DEADLINE.

Dated: June 17, 2026

/s/ Thomas Hsieh

Thomas Hsieh

Chief Executive Officer of Debtor New Pacific Airlines, Inc., and Manager or Director of Debtors Corvus Alaska Holdings, Inc., FLOAT Alaska LLC, FLOAT Alaska Holdings LLC, FLOAT Alaska IP LLC, FLOAT Shuttle Inc., and FlyCoin, Inc.

EXHIBIT A

Liquidation Analysis

Liquidation Analysis

The Debtors believe that the Plan satisfies section 1129(a)(7) of the Bankruptcy Code and that each Holder of an Impaired Claim or Interest will receive value under the Plan on the Effective Date that is not less than the value such Holder would receive if the Debtors liquidated under chapter 7 of the Bankruptcy Code. This liquidation analysis and the conclusions set forth herein represent the Debtors' best judgment regarding the results of such a liquidation. This liquidation analysis was prepared for the sole purpose of assisting the Bankruptcy Court and Holders of Impaired Claims or Interests in determining whether the Plan satisfies the "best interest" test and should not be used for any other purpose. Nothing contained in this liquidation analysis is intended as or constitutes a concession or admission for any purpose other than the presentation of a hypothetical chapter 7 liquidation analysis for purposes of meeting the requirements of section 1129(a)(7) of the Bankruptcy Code. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

The liquidation analysis reflects the estimated cash proceeds, net of liquidation-related costs, that would be realized if the Debtors liquidated under chapter 7 of the Bankruptcy Code commencing on May 11, 2026. Also reflected is an analysis of estimated cash proceeds available under the Plan for purposes of comparison. A number of estimates and assumptions underlie the analysis that, while considered reasonable, are inherently subject to significant uncertainties and contingencies beyond the control of the Debtors' management and their advisors. Independent accountants have not examined or reviewed the liquidation analysis. THERE CAN BE NO ASSURANCE THAT THE VALUES REFLECTED IN THE LIQUIDATION ANALYSIS WOULD BE REALIZED IF THE DEBTORS WERE, IN FACT, TO LIQUIDATE UNDER CHAPTER 7.

The liquidation analysis assumes that the Debtors' liquidation would commence under the direction of a chapter 7 trustee and would continue for a period of at least eighteen months. During this time, the Debtors' cash proceeds from any remaining assets, net of liquidation related costs, would be distributed to creditors in accordance with the priorities established under the Bankruptcy Code. A liquidation under chapter 7 would likely trigger certain priority payments that otherwise would not be due in the ordinary course of business. These priority payments would be made in full before any distribution of proceeds to pay Holders of General Unsecured Claims.

The liquidation analysis contains an estimate of the value of Claims that ultimately will become Allowed Claims based on the Debtors' schedules of assets and liabilities and as-filed proofs of claim. The Debtors have not evaluated, nor has the Bankruptcy Court determined, the amount of each such Claim. Allowed Claims for purposes of the liquidation analysis are assumed to be materially consistent with the estimates set forth in the Plan; however, actual Allowed Claims in a liquidation may be materially higher as a chapter 7 trustee may not prosecute claim defenses as vehemently as the chapter 11 estate and there may be additional claims asserted in a chapter 7, which would further diminish recoveries in a liquidation. Accordingly, the final amount of Allowed Claims may differ from the Claim amounts presented in this liquidation analysis. Upon information and belief, the Debtors do not believe that any variance between the estimates contained herein and the final Allowed Claims would have a material effect on the liquidation analysis for purposes of section 1129(a)(7) of the Bankruptcy Code.

FLOAT Alaska LLC, et al.

Case No. 26-10075

Liquidation Analysis

Projected Conversion Date: May 11, 2026

Projected Effective Date: June 19, 2026

Amounts in \$000s

	Chapter 7 Liquidation		Chapter 11 Plan Confirmation		Note
	Low	High	Low	High	
A. Estimated Proceeds					
Cash Available at Effective Date	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	1
Refund of Customs Surety Bond	100	100	100	100	
Net Proceeds from Sale of Domain Name	720	3,150	720	3,150	2
Net Proceeds from Causes of Action	-	1,410	-	1,410	3
Net Proceeds from non-debtor affiliate, FLOAT Alaska Real Estate Holdings LLC	TBD	TBD	TBD	TBD	4
Net Proceeds from Owners Jet upon Plan Confirmation for NPA	-	-	2,974	2,974	5
Total Estimated Proceeds	\$ 7,820	\$ 11,660	\$ 10,794	\$ 14,634	
B. Estimated DIP and Secured Claims					
Repayment of Outstanding DIP Loan Balance, including accrued fees and interest	1,500	1,500	3,030	3,030	6
Repayment of Exit Note	-	-	211	211	
Distributions to Class 3 - Prepetition Lender Secured Obligations	5,600	5,600	6,882	6,900	7
Estimated Total Distributions to DIP and Class 3 Secured Claims	\$ 7,100	\$ 7,100	\$ 10,123	\$ 10,141	
Total Proceeds Available for All Unsecured Claims, Plan Reserves, and Post-Conversion/Post-Effective Date Debtor Administration	\$ 720	\$ 4,560	\$ 671	\$ 4,493	
C. Estimated Administrative Claims, Priority Claims, and Post-Conversion/Post-Effective Date Expenses					
Estimated Unpaid Pre-Effective Date Administrative Claims	\$ 88	\$ 88	\$ -	\$ -	8
Estimated Unpaid Post-Petition Ch. 11 Professional Fees	1,436	1,436	-	-	8
Estimated Unpaid Priority Tax Claims	5	5	-	-	8
Estimated Unpaid Other Priority Claims	-	-	-	-	
Ch. 7 Trustee Fees and Expenses	258	373	-	-	9
Ch. 7 Professional Fees and Expenses	150	350	-	-	10
Ch. 7 Post-Conversion Miscellaneous Expenses	10	10	-	-	10
Estimated Admin Reserve	-	-	25	25	8
Liquidating Trustee Expenses and Professionals	-	-	100	100	8
Ch. 11 U.S. Trustee Fees (28 U.S.C. 1930(a)(6))	5	5	-	-	11
Estimated Total Distributions to for Administrative and Priority Claims	\$ 1,951	\$ 2,267	\$ 125	\$ 125	
Total Proceeds Available for General Unsecured Claims (incl. Convenience Class)	\$ (1,231)	\$ 2,293	\$ 546	\$ 4,368	
D. Claims Pool: Ch. 7 vs. Ch. 11					
Class 5 - GUC Convenience Class Claims	n/a	n/a	250	130	
Estimated Total Distributions for Class 5 - GUC Convenience Class	\$ -	\$ -	\$ 37	\$ 19	
Estimated Recovery % of General Unsecured Claims: Ch.7 vs. Ch. 11	0%	0%	15%	15%	
Jones-related General Unsecured Claims (including deficiency claim of Class 3)	52,177	52,177	47,941	47,923	12
Estimated Total Distributions for Jones-related General Unsecured Claims	\$ -	\$ 1,532	\$ -	\$ 1,458	
Estimated Recovery % of Jones-related General Unsecured Claims: Ch.7 vs. Ch. 11	0.0%	2.9%	0.0%	3.0%	
Other General Unsecured Claims	47,160	25,942	46,910	25,879	
Estimated Total Distributions for Other General Unsecured Claims	\$ -	\$ 762	\$ 509	\$ 2,891	
Estimated Recovery % of Other General Unsecured Claims: Ch.7 vs. Ch.11	0.0%	2.9%	1.1%	11.2%	

Footnotes:

FLOAT Alaska LLC, et al.

Case No. 26-10075

Liquidation Analysis

Projected Conversion Date: May 11, 2026

Projected Effective Date: June 19, 2026

- 1 Cash available as of the Plan Effective Date are the Sale proceeds held in escrow in accordance with the Sale Orders. These sale proceeds will be applied to satisfy the DIP Claims and Class 3 Claims secured by the Debtors' aircraft.
- 2 Net Proceeds from Domain Name assumes a range in Gross Purchase Price of \$800,000 to \$3.5 million, net of 10% broker commission.
- 3 Pursuant to the Committee DIP Resolution, Chapter 5 Causes of Action are excluded from the DIP Collateral and the holders of Jones Prepetition Unsecured Claims shall not share in the proceeds of any Chapter 5 Causes of Action.
- 4 Represents an intercompany dividend that FLOAT will receive on account of any proceeds from the sale of FARE's real property. This amount is to be determined. Additional details are set forth in Section 5.8 of the Plan.
- 5 Represents Plan Sponsor Contribution less broker commissions and closing costs. Proceeds will be applied to satisfy any outstanding DIP Obligations.
- 6 This represents full repayment of DIP Loan. In Ch. 7, this represents the outstanding balance as of May 11. In the Chapter 11 plan scenario, it is assumed that the DIP Term Loan Commitment will be fully drawn to pay all Administrative Claims, including Fee Claims, Priority Tax Claims, Other Secured Claims, and U.S. Trustee Fees due for the period up to the Effective Date, and fund the Trust Administration Reserve.
- 7 Distributions to Class 3 Jones Holding Secured Claims includes the remaining Sales proceeds held by the Debtors as of the Effective Date and, under the Chapter 11 plan scenario, the Plan Sponsor Contribution after payment of the DIP Claims and Convenience Claims. See Plan, Section 8.2(iii).
- 8 Under the Chapter 7 liquidation scenario, certain accrued Administrative Claims, Fee Claims, Priority Tax Claims and U.S. Trustee Fees would remain unpaid and would need to be satisfied before any distributions were made to holders of General Unsecured Claims. In the Chapter 11 plan scenarios, these Claims and expenses are to be paid pursuant by DIP Loan/Cash Collateral pursuant to agreement between Committee and DIP Lender.
- 9 Ch. 7 Trustee Fees are calculated based upon projected distributions of cash and the trustee fee and expense calculation guidance provided in section 326 of the Bankruptcy Code.
- 10 Ch.7 Professional Fees and Expenses represent cost for due diligence and litigation of causes of action and Ch. 7 Miscellaneous Expenses represent other assumed costs post-conversion.
- 11 In Ch. 7, there will be U.S. Trustee Fees due and payable to cover 2Q-2026 (minimums and cash disbursements made in April and partial May prior to conversion). In Ch. 11, as mentioned in FN6, the DIP Budget covers all projected U.S. Trustee Fees.
- 12 Other General Unsecured Claims excludes any Jones Prepetition Unsecured Claims. In the Chapter 11 plan scenario, Other General Unsecured Claims also excludes Convenience Claims.